# MEMORANDUM

Agenda Item No. 8(E)(2)

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| **TO:** | Honorable Chairwoman Rebeca Sosa<br>and Members, Board of County Commissioners | **DATE:** | October 7, 2014 |
| **FROM:** | R. A. Cuevas, Jr.<br>County Attorney | **SUBJECT:** | Resolution authorizing execution of the attached Memorandum of Understanding between the Public Health Trust and Miami-Dade County, through the Miami-Dade County Fire Rescue Department, to train paramedics in trauma response |

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.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

# Memorandum

MIAMI-DADE COUNTY

**Date:** October 7, 2014

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

**From:** Carlos A. Gimenez
Mayor

**Subject:** Memorandum of Understanding between the Public Health Trust of Miami-Dade County and Miami-Dade County to Train Miami-Dade County Fire Rescue Sworn Paramedics in Trauma Response

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**RECOMMENDATION**

It is recommended that the Board of County Commissioners authorize the execution of the attached Memorandum of Understanding between the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of Miami-Dade County, Florida, and Miami-Dade County to train Miami-Dade County Fire Rescue sworn paramedics in trauma response.

**SCOPE**

This Memorandum of Understanding is countywide.

**FISCAL IMPACT/FUNDING SOURCE**

There is no fiscal impact with this Memorandum of Understanding.

**TRACK RECORD/MONITOR**

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

**BACKGROUND**

Miami-Dade Fire Rescue paramedics regularly respond to a variety of incidents, including high risk operations, which may involve active shooter situations, high impact traumatic injuries and disaster response. This Memorandum of Understanding will provide Miami-Dade Fire Rescue sworn paramedics training in the most current care delivery techniques for treating trauma injuries and handling other medical situations to increase pre-hospital patient survivability.

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)(2)

**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)(2)
10-7-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE PUBLIC HEALTH TRUST AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE COUNTY FIRE RESCUE DEPARTMENT, TO TRAIN PARAMEDICS IN TRAUMA RESPONSE

**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:

**Section 1.** The Board of County Commissioners finds it is in the best interest of Miami-Dade County to authorize the County Mayor or County Mayor's designee to execute the attached Memorandum of Understanding between the Public Health Trust and Miami-Dade County, through its department, the Miami-Dade Fire Rescue Department, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

**Section 2.** This resolution shall become effective upon its adoption in accordance with the law.

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 | 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 7th 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**
**BETWEEN THE PUBLIC HEALTH TRUST AND MIAMI-DADE COUNTY**

This Memorandum of Understanding ("MOU") is made and entered into this _____day of_____, 2014 by and between **the Public Health Trust of Miami-Dade County, Florida**, an agency and instrumentality of Miami-Dade County, Florida ("Trust") and **Miami-Dade County**, a political subdivision of the State of Florida ("County").

**RECITALS**

**WHEREAS**, the Trust governs and operates various health care facilities as part of the Jackson Health System including the Ryder Trauma Center ("Ryder"); and

**WHEREAS**, the County, through the Miami-Dade County Fire Rescue Department ("MDFR"), has employed paramedics trained, equipped, and capable of being deployed to a variety of complex rescue incidents ; and

**WHEREAS**, paramedics assigned to MDFR regularly provide trauma and medical support during a variety of situations, especially during high risk operations including but not limited to active shooter situations, high impact traumatic injuries and disaster response; and

**WHEREAS**, MDFR desires to train its paramedics to ensure that they are prepared to treat all trauma and medical situations with the most current care delivery techniques, intended to increase pre-hospital survivability ; and

**WHEREAS**, Ryder is one of the premier trauma centers in the country; and

**WHEREAS**, the Trust recognizes that trained paramedics are beneficial to the community; and the residents of the County; and

**WHEREAS**, the Trust is desirous of entering into this MOU to train MDFR paramedics;

**NOW THEREFORE**, in consideration of the premises and mutual covenants and promises contained herein, the Trust and the County agree as follows:

**ARTICLE I**
**GENERAL PROVISIONS**

1.1 The purpose of this MOU is to memorialize the relationship with the Trust to work with the County and specifically the paramedics as identified by MDFR, to ensure the success of this program and to realize the benefits to the community and residents of Miami-Dade County.

1.2 While training at the Trust, the trainee will be under the supervision of Trust officials for training purposes and will be subject to and required to abide by all Trust rules and

applicable regulations except where compliance would be inconsistent with any federal, state, or local law, statute, or regulation.

1.3 This program will not result in, nor is it meant to, displace employees or impair existing contracts for services.

1.4 The number and assignment of trainees will be mutually agreed upon between the County and the Trust prior to the beginning of each training period. The Trust reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the Trust.

1.5 There will be no training expense incurred by the County as a result of this MOU. The trainee assigned under this MOU receives compensation from the County only and is prohibited from receiving compensation in any form from the Trust or any other source.

1.6 It is understood and agreed that the Trust may generate bills for services rendered by the trainee. Proceeds from these bills will become the exclusive property of the Trust and the County shall have no right to claims to such proceeds.

1.7 The trainee affected by this MOU assigned to the Trust remains an employee of the County and performs duties within the course and scope of the County employment.

## ARTICLE II
## TERM OF THE MOU

2.1 The term of this MOU shall be for three (3) years from the date of execution by the parties unless terminated by either party pursuant to Article VII below. This MOU may be renewed on an annual basis at the option of the Trust with the agreement of the County.

2.2 The parties agree that time is of the essence in the performance of each and every obligation under this MOU.

## ARTICLE III
## RESPONSIBILITIES OF THE PARTIES

3.1 Trust Responsibilities. The Trust hereby agrees as follows:

a. To make available the clinical and related facilities needed for training.

b. To arrange schedules that will not conflict with other education or training programs.

c. To designate an official to coordinate trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of the trainee to specific clinical cases and experiences including attendance at selected conferences, courses, and programs conducted under the direction of the Trust.

d. To provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating trainees.

e. To grant the County trainee the same administrative privileges typically enjoyed by other trainees at the Trust.

f. To permit, upon reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the MDFR program.

g. To provide emergency paramedical and dental treatment to the trainee while at the Trust for training. The reasonable cost of such treatment will be paid for by the County.

h. The County acknowledges that its trainees' duties to act within the scope of actions authorized by a supervising physician practitioner appointed by the Trust. The Trust acknowledges its duty to provide adequate supervision to the trainee at all times.

3.2 County Responsibilities. The County hereby agrees as follows:

a. To ensure compliance with all Trust rules and applicable instructions that are not inconsistent with any state, local, or federal law, rule, or regulation.

b. To be responsible for the health care and such other paramedical examinations and protective measures necessary for its trainees.

c. To prohibit any trainee from publishing any materials developed as a result of the training experience that have not been pre-approved for release, in writing, by the County and the Trust.

## ARTICLE IV
## PROJECT MANAGEMENT AND NOTICE

4.1 The Project Manager for the Trust is Albert Hernandez, telephone number (305) 585-1954. The Project Manager for the County is John Krumenacker, telephone number (786) 331-4402. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

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

Jackson Memorial Hospital
Ryder Trauma Center
1611 NW 12th Avenue
Miami, FL 33136

Attention: Albert Hernandez

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

Miami-Dade Fire Rescue
9300 N.W. 43 Street
Doral, FL 33178
Att: John Krumenacker, EMS Division Chief

The Trust and the County shall also provide a copy of all notices to the Project Managers. 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 party.

## ARTICLE V
## INDEMNIFICATION

5.1 The Trust assumes any and all risks of personal injury, bodily injury, and property damage attributable to the negligent acts or omissions of the Trust and the officers, employees, servants, and agents thereof. The Trust warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Trust's officers, employees, servants, and agents while acting within the scope of their employment with the Trust.

The Trust shall indemnify and hold harmless the County and their officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County, their officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this MOU by the Trust or its employees, agents, servants, partners, principals, or subcontractors. The Trust 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 Trust expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by the Trust shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or their officers, employees, agents, and instrumentalities as herein provided.

5.2 The County assumes any and all risks of personal injury, bodily injury, and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property,

with such protection being applicable to the County officers, employees, servants, and agents while acting within the scope of their employment with the County.

5.4 The Trust and the County further agree that nothing contained herein shall be construed to interpret as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

## ARTICLE VI
## INSURANCE

6.1 The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statues. The County shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes.

6.2 If the Trust is a self-insured governmental entity, it shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU.

6.3 The Trust shall furnish to the County's General Services Administration, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(a) All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

(b) Worker's Compensation Insurance for all employees of the Trust as required by Florida Statute, Chapter 440.

(c) Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

(d) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

(e) Professional Liability Insurance in the name of the Partner, when applicable, in an amount not less than $250,000 with the deductible per claim, if any, not to exceed 10% of the limit of the liability.

(f) 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:

1) The company shall be no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division.

or

2) 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 Insurance and must be a member of the Florida Guaranty Fund.

(g) Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

(h) Compliance with the foregoing requirements shall not relieve the Trust of its liability and obligations under this Section or under any other section of this MOU.

(i) The County reserves the right to inspect the Trust's original insurance policies at any time during the term of this MOU.

## ARTICLE VII
## TERMINATION/REMEDIES

7.1 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 thirty (30) 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 thirty (30) day time period.

7.2 Any party may terminate this MOU at any time for convenience upon thirty (30) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.4 This MOU has no third-party beneficiaries (intended or incidental) who may enforce obligations of any party should the MOU be terminated.

## ARTICLE VIII
## RECORDS RETENTION/OWNERSHIP

The Trust and the County shall maintain records and each party shall have inspection and audit rights as follows:

8.1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research, or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

8.2. Examination of Records: All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five (5) years from the expiration or termination of this MOU and upon reasonable notice, time, and place.

8.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other party shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

8.4. Exemption: Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence, any and all criminal investigative information, and any and all law enforcement relation information obtained, retained or created by the Trust is exempt from the requirements of this Article and is outside the scope of this MOU.

## ARTICLE IX
## STANDARDS OF COMPLIANCE

9.1 The Trust and the County, their employees, subcontractors, partners, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The County shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the County.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national original, handicap, age, sex, marital status, or sexual preference, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

## ARTICLE X
## RELATIONSHIP BETWEEN THE PARTIES

10.1 The Trust and the County are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the Trust and the County, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

## ARTICLE XI
## MISCELLANEOUS PROVISIONS

11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments, and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors, and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity, or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable, and in full force and effect to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereto.

11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements, or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

PARTNER

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

_____
Carlos A. Migoya, President and Chief Executive Officer

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

ATTEST:
Harvey Ruvin, Clerk

By: _____
Carlos A. Gimenez
Mayor

_____
Deputy Clerk