

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a Memorandum of Understanding and a Business Associate Agreement and qualified service organization agreement with Airojen Center Inc., d/b/a Comprehensive Psychiatric Center, for the provision of behavioral health counseling, toxicology and infectious disease screenings, and supportive services, as well as storage and administration of methadone to certain individuals receiving medication assisted treatment at New Direction Residential Treatment Facility, for a two-year term with three one-year options to renew; and authorizing the County Mayor to exercise the provisions set forth in said documents, provided that any amendments are consistent with the purpose described herein

Resolution No. R-657-26

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Seeking to Expand Medication Assisted Treatment Services at the County's New Direction Residential Treatment Facility by Entering into Agreements with Airojen Center, Corp., d/b/a Comprehensive Psychiatric Center

Executive Summary

This item seeks approval from the Board of County Commissioners ("Board") for the Miami-Dade County ("County") Mayor or County Mayor's designee to execute a Memorandum of Understanding ("MOU") and a Business Associate Agreement and Qualified Service Organization Agreement ("BAA") with Airojen Center, Corp., d/b/a Comprehensive Psychiatric Center ("CPC"), and exercise the provisions set forth in said documents for behavioral health counseling, toxicology and infectious disease screenings, supportive services, and the temporary storage, and subsequent administration of Methadone utilized for administering Medication Assisted Treatment ("MAT") to individuals diagnosed with Substance Use Disorder including Opioid Use Disorder that are being treated at New Direction Residential Treatment Facility ("New Direction"), currently located at 3140 NW 76th Street, Miami, FL 33147.

MAT is considered a best practice in the field of Substance Use Disorder treatment and is provided through existing County programming. CPC is licensed by the Florida Department of Children and Families ("DCF") and the U.S. Drug Enforcement Agency, and accredited and certified by the Joint Commission and Substance Abuse and Mental Health Services Administration ("SAMSHA") to provide MAT to opiate-dependent individuals and as such is currently the only Methadone clinic in the County that is authorized to provide services to participants who are funded by Thriving Mind South Florida ("Thriving Mind"). Services include prescribing and administering Methadone to individuals as a form of MAT. The County, as a recipient of grant funding from the State of Florida for the provision of rehabilitative services, is required to care for patients that have individual Methadone prescriptions. Entering into the MOU will allow for the storage of such prescriptions on-site, as is currently allowed by the County's licensing for other MAT medications, or similarly restricted medications.

Recommendation

It is recommended that this Board:

- (1) Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute the MOU, on behalf of the County, through the Community Services Department ("CSD") or any successor entity, with CPC for behavioral health counseling, toxicology and infectious disease screenings, supportive services, and the temporary storage and administration of medication utilized in

MAT for individuals diagnosed with Substance Use Disorder, including Opioid Use Disorder, that are being treated at New Direction. The MOU has an initial term of two years and has three one-year automatic options to renew unless terminated by either party, upon 30 calendar days' notice.

- (2) Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute a BAA, in substantially the form incorporated in the MOU, Attachment A, as Exhibit A, on behalf of Miami-Dade County, through CSD, with CPC. The BAA reflects the responsibilities of the parties, as business associates, and their mutual and individual duties concerning Protected Health Information under the Health Insurance Portability and Accountability Act. The BAA shall be effective during the term of the MOU and shall terminate immediately with the expiration or termination of the MOU.
- (3) Authorizes the County Mayor or County Mayor's designee to exercise the provisions set forth in MOU and BAA, provided that any amendments thereto are consistent with the purposes described herein and following approval for form and legal sufficiency by the County Attorney's Office.

Scope

The scope of this resolution is countywide. The storage and administration of Methadone for MAT will be localized to New Direction currently located at 3140 NW 76th Street, Miami, FL 33147.

Delegation of Authority

Upon adoption of the resolution, the County Mayor or County Mayor's designee will be authorized to execute and exercise the provisions set forth in the MOU and BAA.

Fiscal Impact/Funding Source

This resolution will not have a fiscal impact to the County.

Track Record/Monitor

Cathy Burgos, LCSW, CSD Director, or other supervisory personnel, will monitor all resulting work and services authorized pursuant to this resolution.

Background

CSD provides evidenced-based interventions and comprehensive treatment for individuals facing challenges with Substance Use Disorder and co-occurring disorders through its Rehabilitative Services Division. This suite of treatment services offered by CSD include a variety of therapeutic interventions and recovery support to help individuals enter and navigate systems of care, remove barriers to recovery, and stay engaged in the recovery process. Recovery support includes services such as group and family therapy, employability skills training, peer support, 12 Steps and Fellowship Groups, linkages to primary health care and housing; CSD expects to serve approximately 1,500 residents through 2025 via New Direction.

New Direction is an in-patient residential treatment facility that provides 24-hour, 7-days-a-week, treatment tailored to meet the needs of individuals with Substance Use Disorder and other co-occurring disorders.

MAT is the use of medications, in combination with counseling and behavioral therapies, to provide a holistic approach to the treatment of Substance Use Disorders. Medications used for MAT are approved by the Food and Drug Administration. MAT programs, inclusive of the programming made available through New Direction, are clinically driven and tailored to meet individualized patient need to maximize the effectiveness of the treatment.

SAMHSA, a federal agency within the U.S. Department of Health and Human Services that provides resources, grants, data, and evidence-based practices for mental health and Substance Use Disorders has provided the following information regarding the three most widely used MAT medications.

- (1) Naltrexone is not an opioid, is not addictive, and does not cause withdrawal symptoms once usage ceases. Naltrexone blocks the euphoric and sedative effects of opioids such as heroin, morphine, and codeine. Naltrexone binds and blocks opioid receptors and reduces and suppresses opioid cravings. There is no abuse and diversion potential with naltrexone.
- (2) Buprenorphine is an opioid partial agonist that produces effects such as euphoria or respiratory depression at low to moderate doses. With buprenorphine, however, these effects are weaker than full opioid agonists such as Methadone. When taken as prescribed, buprenorphine is safe and effective. Buprenorphine helps: (a) diminish the effects of physical dependency to opioids, such as withdrawal symptoms and cravings; (b) increase an individual's safety in cases of an overdose; and (c) lowers the potential for misuse of MAT and other related drugs.
- (3) Methadone is a long-acting opioid agonist, reduces opioid cravings and withdrawals, and blunts or blocks the effects of opioids. This medication is meant to be taken daily, and is available in liquid, powder and diskettes forms.

MAT, a best practice in the field of substance misuse treatment, has been shown to effectively reduce the rate of fatal overdoses, increase treatment compliance, and reduce illicit opioid use. It is a critical measure available to the County in combating the opioid epidemic.

At New Direction, Naltrexone and Buprenorphine are currently stored on-site in a manner consistent with applicable laws and policies. While Methadone is not currently stored on-site, there is an anticipated increase in clients that are currently being prescribed Methadone and will continue to be prescribed Methadone. Currently, due to CPC's policies and practices, the County cannot receive, store, or administer individualized prescription of Methadone without an agreement providing for same. Through this resolution, individual prescriptions would be able to be stored at New Direction and thereby enhance the accessibility and availability of MAT services to vulnerable persons actively suffering from Opioid Use Disorder.

The inclusion of Methadone treatment to New Direction's MAT programming will further expand service efficacy and accessibility to individuals suffering from Opioid Use Disorder. By entering into the MOU, the County will be able to expand its current service portfolio and store individualized prescriptions for Methadone, which would, therefore, create an opportunity to offer additional support to a historically underserved population and improve the County's efforts to combat the effects of the opioid epidemic.

Like buprenorphine, Methadone is classified as a Schedule II Drug pursuant to section 893.03, Florida Statutes. Upon approval of this resolution and prior to Methadone being stored at New Direction, all necessary policies and procedures will be updated to include Methadone and maintain safety measures and practices meant to ensure the wellbeing of patients and staff.



Arnold Palmer
Chief of Public Safety

Attachments:

Attachment A – Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN AIROJEN CENTER, CORP., d/b/
a COMPREHENSIVE PSYCHIATRIC CENTER AND MIAMI-DADE COUNTY**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into pursuant to Resolution No. R-_-_____ on this day of _____, _____ by and between AIROJEN CENTER, CORP., d/b/a COMPREHENSIVE PSYCHIATRIC CENTER ("CPC") whose address is 9735 E Fern Street, Miami, FL 33157 and Miami-Dade County (the "County") through its Community Services Department's ("CSD") Rehabilitative Services Division ("RSD"), collectively referred to as "Parties" to furnish behavioral health counseling, supportive services, toxicology and infectious disease screenings, and the storage and administration of methadone to individuals who are opiate-dependent and receiving Medication Assisted Treatment ("MAT") at New Direction Residential Treatment Facility.

RECITALS

WHEREAS, CPC is a for-profit organization of which is licensed by the Florida Department of Children and Families ("DCF") and the U.S. Drug Enforcement Agency, and accredited and certified by the Joint Commission and Substance Abuse and Mental Health Services Administration ("SAMSHA") to provide medication assisted treatment ("MAT") to opiate-dependent individuals. CPC provides maintenance treatment as well as medically supervised detoxification. Furthermore, CPC is licensed by the State of Florida to provide counseling and case management; and

WHEREAS, CPC appreciates the County's willingness and commitment to provide services to its underserved, vulnerable, and opiate-dependent clients. Through this MOU, the County is further enhancing the accessibility and availability of high-quality services for individuals who may not otherwise have the opportunity to receive such valuable services; and

WHEREAS, the County acknowledges that the State of Florida requires CPC to provide opiate-dependent patients who are receiving maintenance treatment or medically supervised detoxification with individual weekly counseling sessions; and

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

**ARTICLE I
PURPOSE**

The Purpose of this MOU is to memorialize the relationship with CPC and the County.

**ARTICLE II
TERM OF THE MOU**

- 2.1 The initial term of this MOU shall be for two (2) years from the date of execution by the last party required to sign the MOU, unless terminated by either party pursuant to Article VII below.

- 2.2 This MOU has three – one-year automatic options to renew unless it is terminated early. The renewal must be in writing and signed by both Parties.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

- 3.1 CPC's Responsibilities. CPC hereby agrees as follows:
- a. CPC agrees that all services provided pursuant to this MOU shall be performed in accordance with all applicable County rules, regulations, policies and procedures.
 - b. CPC is required to provide behavioral health counseling sessions to CPC clients as needed.
 - c. CPC agrees to comply with all state, federal and local privacy, information sharing and confidentiality laws and policies that govern the operations of the County.
 - d. CPC agrees to abide by County rules, regulations, policies, and procedures, including successful completion of the volunteer orientation and background screening, as applicable.
 - e. CPC agrees to comply with terms of the Business Associate Agreement and Qualified Service Organization Agreement.
- 3.2 The County's Responsibilities. The County hereby agrees as follows:
- a. The County agrees to allow the CPC to provide services to CPC clients in a space where confidentiality, if required, can be maintained and shall be identified by the County in its sole discretion.
 - b. The County agrees to provide the CPC with the necessary training and guidance regarding applicable rules, regulations, policies, procedures and laws related to the County's operations prior to the CPC commencing the relationship with the County's programming at New Direction.
 - c. The County agrees to comply with the terms of the Business Associate Agreement and Qualified Service Organization Agreement.

ARTICLE IV PROJECT MANAGEMENT AND NOTICE

- 4.1 The Point of Contact for CPC is Roberto Ruiz, Jr. telephone number 786-720-2294. The Point of Contact for the County is CSD Division Director Tania Avellanet telephone number 305-693-3262. The Parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Points of Contacts for attempted resolution or action. The Points of Contacts shall be responsible for overall coordination and oversight of all activities performed pursuant to this MOU.
- 4.2 All notices, demands, or other communications to the CPC under this MOU shall be in writing and shall be deemed received if sent by certified mail to:
Designated Individual for the CPC

Comprehensive Psychiatric Center
Attn: Roberto Ruiz, Jr.
9735 E Fern Street
Miami, FL 33157

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

Miami-Dade Community Services Department
Attn: Tania Avellanet
3140 NW 76th Street
Miami, FL, 33147.

Copies of all notices shall also be provided to each party's Point of Contact. 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 CPC assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the CPC and its officers, employees, servants, and agents. The CPC 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 CPC's officers, employees, servants and agents while acting within the scope of their employment with the CPC.

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

- 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 its officers, employees, servants, and agents, subject to the limitations of section 768.28, Florida Statutes. 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.

- 5.3 The CPC and the County further agree that nothing contained herein shall be construed to

be interpreted as: (1) denying 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 Statutes. The County shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this MOU in accordance with the provisions of section 768.28, Florida Statutes.
- 6.2 CPC 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 CPC as required by chapter 440, Florida Statutes.
- (c) Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence, and \$600,000 in the aggregate 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 CPC, when applicable, in an amount not less than \$250,000 with the deductible per claim, if any, not to exceed 10 percent 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 "A" as to management, and no less than "Class VII" 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 CPC of its liability and obligations under this Section or under any other section of this Agreement.
- (i) The County reserves the right to inspect the CPC'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. Notwithstanding the foregoing, this MOU may be terminated immediately by the County for any failure of the CPC and/or its employees, volunteers, subcontractors or agents to comply with County rules, regulations, policies and procedures.
- 7.2 Any party may terminate this MOU at any time for convenience upon thirty (30) calendar days' or other agreed upon time's prior written notice to the other party. Any such termination shall be effectuated by delivery of a Notice of Termination to the other specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.
- 7.3 Any party's failure to comply with all applicable federal, state, and local laws and regulations would be a material breach of this MOU and subject it to immediate termination.
- 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 CPC and the County shall maintain records and each party shall have inspection and audit rights as follows:

- 8.1. Maintenance of Records: The Parties shall maintain records and reports directly or indirectly related to services performed under this MOU. 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 and upon reasonable notice, time and place.

- 8.2. Examination of Records: The Parties 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 services performed 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 upon reasonable notice, time and place.

ARTICLE IX STANDARDS OF COMPLIANCE

9.1 Florida Public Records Act.

For purposes of this Section, the term “public records” shall mean all documents, papers, letters, electronic communications, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County, including this Agreement and the services provided thereunder.

Pursuant to section 119.0701, Florida Statutes, if CPC meets the definition of “Contractor” as defined in section 119.0701(1)(a), CPC shall:

- A. Keep and maintain public records required by the County in order to perform its obligations under this Agreement.
- B. Upon request from the County’s custodian of public records identified in this Section, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the obligations under this Agreement if CPC does not transfer the records to the County.
- D. Upon expiration or termination of the Agreement, transfer, at no cost to the County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of CPC or keep and maintain public records required by the County to perform the service. If CPC transfers all public records to the County upon expiration or termination of this Agreement,

CPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CPC keeps and maintains public records upon completion of the Agreement, CPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the County's information technology systems.

IF THE CPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**MIAMI-DADE COMMUNITY ACTION AND HUMAN SERVICES
DEPARTMENT**

**Public Records Custodian
701 NW 1st Court, 10th Floor
Miami, FL, 33136**

CAHSDPublicRecordsRequests@miamidade.gov

In the event CPC does not comply with the public records disclosure requirement set forth in chapter 119, Florida Statutes, and this Agreement, the County may avail itself of the remedies set forth in Article VII, Termination/Remedies. Additionally, if CPC fails to provide the public records as required by law within a reasonable amount of time, CPC may be subject to penalties under section 119.10, Florida Statutes. In the event the CPC fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the CPC will be responsible for indemnifying the County in any resulting litigation, including all final appeals, and the CPC shall defend its claims that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws. The CPC's obligations under this Section of this Agreement shall survive the termination of this Agreement.

9.2 The Parties shall assure that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity or services performed pursuant to this MOU on the basis of race, color, national origin, age, disability, sex, or any other classification prescribed by federal, state or local laws and regulations.

9.3 Proof of Licensure/Certification and Background Screening

A. Licensure: If the CPC is required by the State of Florida or Miami-Dade County or any law or regulation to be licensed or certified to provide the services, including any known or required licenses or certifications, the CPC shall furnish to the County a copy of all required current licenses or certificates.

If the CPC fails to furnish the County with the licenses or certificates required under this Section, the County shall not allow the services to be provided until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within thirty (30) days of execution of this MOU may result in termination of this MOU at the

sole discretion of the County.

**ARTICLE X
RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 The CPC and the County are independent contractors. Neither party is an employee or agent of the other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the CPC and the County, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

**ARTICLE XI
GENERAL 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, pandemics, 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 similar cause, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuation of such circumstances, but this MOU shall otherwise remain in effect.
- 11.2 In the event that any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments or other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 This MOU may be amended only with the written approval of the Parties hereto.
- 11.4 The Parties agree that disputes under this MOU shall be resolved by the Parties. In the event the Parties reach an impasse and are unable to resolve disputes, this MOU shall be terminated for convenience within thirty (30) days of reaching an impasse. The Parties agree that this MOU shall not be enforceable in a court of law. Notwithstanding the aforementioned, the Parties agree that any litigation arising out of the performance of this MOU shall be governed by and construed in accordance with the laws of the State of Florida and that venue for any court action between the Parties shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida in Miami-Dade County, Florida, to the exclusion of all others.
- 11.5 This MOU states the entire understanding of an 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 are not binding on either party to this MOU unless they have been reduced to writing and signed by their authorized representative(s).
- 11.6 Drafting; Neutral Interpretation. Each party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of

construction shall be construed against either party on the basis of that party being the drafter of such language.

- 11.7 Human Trafficking. By entering into, amending, or renewing this Agreement, Provider is obligated to comply with the provisions of section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. This compliance includes the CPC providing an affidavit that it does not use coercion for labor or services. This attestation by the CPC shall be in the form attached to this Agreement as the Human Trafficking Affidavit and must be executed by the CPC and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if CPC submits a false Affidavit pursuant to section 787.06, Florida Statutes, or if the CPC violates section 787.06, Florida Statutes, during the term of this Agreement, even if the CPC was not in violation at the time it submitted its Affidavit.

- 11.8 Countries of Foreign Concern. As may be applicable, by entering into this MOU, the Community Partner affirms that it is not in violation of section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. Partner further affirms that it is not giving a government of a foreign country of concern, as listed in section 287.138 Florida Statutes, access to an individual's personal identifying information if: a) the CPC is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the CPC; or c) the CPC is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)-(c) of section 287.138, Florida Statutes. The affirmation by the CPC shall be in the form attached to this MOU as Entities of Foreign Countries of Concern Prohibited Affidavit. This MOU shall not be effective unless and until CPC executes the Affidavit.
- 11.9 Business Associate Agreement. By entering into, amending, or renewing this Agreement, CPC acknowledges that is obligated to comply with Health Insurance Portability and Accountability Act, the Privacy Rule, the Security Rule, the Breach Notification Rule, the Health Information Technology for Economic and Clinical Health Act, section. 501.171, Florida Statutes., and other laws and regulations pertaining to the access, use, disclosure, and management of Protected Health Information without limitation, PHI in an electronic format, as may be applicable. The Business Associate Agreement, which is deemed to be incorporated by reference in this MOU as Exhibit A.

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IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this MOU on the date listed on page 1 of this MOU.

By: AIROJEN CENTER, CORP., D/B/A
COMPREHENSIVE PSYCHIATRIC CENTER


Roberto Ruiz, Jr. /CEO

By: COMMUNITY SERVICES DEPARTMENT

James Reyes, Chief of Public Safety

ATTEST:
Juan Fernandez-Barquin, Clerk

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

Deputy Clerk

By: _____
Daniella Levine Cava
Mayor



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [section 287.138\(1\), F.S.](#)

Airojen Center, CORP., dba Comprehensive Psychiatric Center does not use coercion for labor or Contractor's Legal Company Name

services as defined in section [787.06, F.S.](#)

Pursuant to section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Roberto Ruiz Jr

Title of Contractor's Authorized Representative: CEO

Signature of Contractor's Authorized Representative: 

Date: 12/2/2025



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Airojen Center, CORP., dba Comprehensive Psychiatric Center does not meet any of the criteria set forth in Paragraphs 2 (a) -(c)

Bidder's/Proposer's Legal Company Name
of [Section 287.138,FS](#)

Pursuant to [Section 92.525, F.S.](#), under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Roberto Ruiz Jr

Title of Bidder's/Proposer's Authorized Representative: CEO

Signature of Bidder's/Proposer's Authorized Representative: 

Date: 12/2/2025

BUSINESS ASSOCIATE AGREEMENT AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate Agreement and Qualified Service Organization Agreement (collectively, “Agreement”) is entered into by and between **Miami-Dade County (the “County”) through its Community Services Department’s (“CSD”) Rehabilitative Services Division (“RSD”)** and **Airojen Center, CORP., dba Comprehensive Psychiatric Center (“CPC”)** (individually each a “Party” or “Associate” and collectively the “Parties” or the “Associates”). The Effective Date of this amended Agreement shall be **Month Day, 2025** (“Agreement Effective Date”).

RECITALS

- A. **RSD** and **CPC** are each deemed to be Covered Entities under the Health Insurance Portability and Accountability Act (“HIPAA”) and may, from time to time, each act as a Business Associate on behalf of the other to provide services in accordance with the Memorandum of Understanding (“MOU”) between the County and CPC.
- B. **RSD** is deemed to be a Business Associate under the Prime Contract #ME225-14-28 with *Thriving Mind South Florida, also known as South Florida Behavioral Health Network, Inc.*, and under any other Prime Contract **RSD** is a Business Associate, obligated to comply with HIPAA, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, s. 501.171, F.S. , and any regulations promulgated thereunder, with respect to the Protected Health Information (“PHI”) it creates, maintains, receives, or transmits on behalf of **CPC**. **CPS** is deemed to be a Business Associate with **RSD**, obligated to comply with HIPAA, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, s. 501.171, F.S. , and any regulations promulgated thereunder, with respect to the Protected Health Information (“PHI”) it creates, maintains, receives, or transmits on behalf of **RSD**.
- C. **CPC** acknowledges that all provisions, terms and conditions, or amendments, addendum, changes or revisions applicable to the **CPC** made subsequent to the initial execution of the Prime Contract, the Contract entered into between *South Florida Behavioral Health Network, Inc.*, and **RSD**, and the execution of the Prime Contract with any other funder, are not in conflict with this Business Associate Agreement and shall be binding upon the **CPC** and the **CPC** agrees to comply with same. **RSD** shall notify **CPC** of any changes made to the Prime Contract, to the extent such changes may impact **CPC’s** compliance with this Agreement. If **CPC** notifies **RSD** of concerns related to the changes, **RSD** will work with **CPC** to try to address the concerns with *South Florida Behavioral Health Network, Inc.*, or other relevant funder.
- D. The Associates both acknowledge that they are each obligated to comply with the Privacy Rule, the Security Rule, the Breach Notification Rule, the HITECH Act, and other laws and regulations pertaining to the access, use, disclosure, and management of PHI without limitation, including PHI in an electronic format (“ePHI”), as may be applicable.
- E. In the event that either Party (or both Parties) is a Part 2 Program, as defined by the federal

regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, at 42 CFR Part 2 (the “Substance Abuse Regulations” or “Part 2”), the MOU may also require each of the Parties to create, receive, transmit, or maintain patient information on behalf of the other that is subject to the Substance Abuse Regulations. As such, the Associates further acknowledge that they are each obligated to comply with those regulations, with respect to a Part 2 Program’s patient information, as may be applicable.

- F. In the event that either Party (or both Parties) is a Part 2 Program, as defined by the federal regulations governing Part 2, is a Qualified Service Organization (“QSO”) under Part 2, the Parties agree to comply with the additional requirements set forth in the Qualified Service Organization Agreement in Section 5.
- G. The Associates intend to protect the privacy and provide for the security of patient information, including PHI, pursuant to this Agreement, and all in compliance with Applicable Law, defined in Section 1.
- H. The Parties acknowledge that this Agreement supplements and amends each of the MOU only with respect to the creation, use, or disclosure of patient information, including PHI. Except as so supplemented or amended, the terms of the MOU shall govern the matters addressed in this Agreement and in the MOU.

NOW, THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

Section 1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the HIPAA Rules, which definitions are incorporated in this Agreement by reference. Capitalized terms used in this Agreement are defined as follows:

- a. “Applicable Law” means HIPAA, the HITECH Act, and all regulations issued thereunder, as well as the Substance Abuse Regulations and any other applicable federal and state law.
- b. “Breach” shall have the meaning given to such term under the Breach Notification Rule, including, but not limited to, 45 CFR § 164.402.
- c. “Breach Notification Rule” shall mean the Breach Notification Standards at 45 CFR Parts 160 and 164.
- d. “Business Associate” shall have the same meaning as given to such term in 45 CFR § 160.103.
- e. “Covered Entity” shall have the same meaning as given to such term in 45 CFR § 160.103.
- f. “Electronic Protected Health Information” or “ePHI” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103, as applied to the information that each Associate creates, maintains, receives from, or transmits on behalf of the other Associate.
- g. “Enforcement Rule” shall mean the Compliance and Enforcement Standards at 45 CFR Part 160.

- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 , Public Law No. 104-191, and any regulations promulgated thereunder.
- i. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, Enforcement, and Transaction Rules at 45 CFR Parts 160, 162, and 164.
- j. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Public Law No. 111-005, and any regulations promulgated thereunder.
- k. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and Part 164, Subparts A and E.
- l. “Part 2 Program” shall have the same meaning as given to such term in 42 CFR § 2.11.
- m. “Protected Health Information” or “PHI” shall have the same meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103, as applied to the information created or received by each Associate from, or on behalf of, the other Associate.
- n. “Qualified Service Organization” or “QSO” shall have the meaning given to such term in 42 C.F.R. § 2.11.
- o. “Required by Law” shall have the same meaning as given to such term in 45 CFR § 164.103.
- p. “Reproductive Health Care” means, pursuant to 45 CFR § 160.103, health care, as defined under HIPAA, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes.
- q. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- r. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- s. “Security Rule” shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.
- t. “Subcontractor” shall have the same meaning as given to such term in 45 CFR § 160.103.
- u. “Substance Abuse Regulations” shall mean the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, at 42 CFR Part 2.
- v. “Transaction” shall have the same meaning given to such term under the Transaction Rule, including, but not limited to, 45 CFR § 160.103.
- w. “Transaction Rule” shall mean the Standards for Electronic Transactions at 45 CFR Parts 160 and 162.
- x. “Unsecured PHI” shall have the same meaning given to such term, as “unsecured protected health information,” under the Breach Notification Rule, including but not limited to, 45

CFR § 164.402, as applied to the information created or received by each Associate from, or on behalf of, the other Associate.

Section 2. Permitted Uses and Disclosures of PHI.

a. Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Associates may each use or disclose PHI received, created, maintained, or transmitted on behalf of the other Associate only to perform such functions, activities, or services for, or on behalf of, each other pursuant to the MOU.

b. Permitted Uses of PHI by Associates. Except as otherwise limited in this Agreement, Associates may each use the PHI received, created, maintained, or transmitted on behalf of the other Associate (i) for their respective proper management and administration, (ii) to carry out their respective legal responsibilities; and (iii) for Data Aggregation purposes for the Health Care Operations of the other Associate. Associates may use PHI to create de-identified health information, in accordance with the HIPAA Rules at 45 CFR § 164.514, and may use such de-identified health information.

c. Permitted Disclosures of PHI by Associates. To the extent that an Associate is to carry out one or more of the other Associate's obligation(s) under Applicable Law, Associate shall comply with the provisions in the Applicable Law that would apply to the other Associate in the performance of such obligation(s). Except as otherwise limited in this Agreement, Associates shall not use or disclose patient information, including PHI, in any manner that would constitute a violation of Applicable Law, except that Associates may each disclose PHI (i) for their proper management and administration; (ii) to carry out their respective legal responsibilities; (iii) as Required by Law; and (iv) for Data Aggregation purposes if specified in the MOU. If an Associate intends to disclose PHI to a third party, prior to making any such disclosure, such Associate shall first obtain, (i) reasonable written assurances from such third party that PHI will be held confidential in a manner that is consistent with the terms of this Agreement and will only be used or disclosed as Required by Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to notify Associate of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach, without unreasonable delay, and in any event within sufficient time to meet any breach notification requirements under the HIPAA Rules.

d. Permitted Uses and Disclosures of PHI Regarding Reproductive Health Care by Associates. Associates shall comply with all obligations and requirements for Covered Entities and Business Associates under Applicable Law with respect to PHI regarding Reproductive Health Care, and shall have the following obligations:

(i) Subject to exceptions set forth in 45 CFR § 164.502(a)(5)(iii)(B)-(C), Associates may not use or disclose PHI regarding Reproductive Health Care for any of the following activities: (1) to conduct criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care; (2) to impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care; or (3) to identify any person for the purpose of conducting or imposing criminal, civil, or administrative investigation or liability for the mere act of seeking, obtaining, providing, or facilitating Reproductive Health Care.

(ii) Associates may not use or disclose PHI regarding Reproductive Health Care without first obtaining a valid attestation, which may be obtained and provided via electronic means, that is signed and dated by the person or entity requesting the PHI for health care oversight activities, judicial and administrative proceedings, law enforcement purposes, and disclosures to coroners and medical examiners. A valid attestation must: (1) state that the requested use or disclosure of PHI regarding Reproductive Health Care is not for a prohibited purpose; and (2) provide a statement of notice of criminal penalties for persons who knowingly obtain or disclose PHI in violation of HIPAA.

(iii) Associates will revise, as appropriate, their Notice of Privacy Practices to support Reproductive Health Care privacy.

Section 3. Obligations and Activities of Associates (as Business Associates). Associates shall each comply with all obligations and requirements for Business Associates under Applicable Law with respect to PHI, and shall have the following obligations:

a. Appropriate Safeguards. Associates shall each implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, in accordance with 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, subcontractors, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits.

Associates shall take immediate steps to mitigate the risk of recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by **RSD** or *South Florida Behavioral Health Network, Inc.* or other relevant funder.

b. Reporting of Improper Use or Disclosure; Security Incidents.

(i) Each Associate shall report to the other Associate, in writing, any use or disclosure of PHI not provided for by this Agreement, including any Breach of Unsecured PHI or any Security Incident of which it becomes aware as required at 45 CFR 164.410, and any security incident of which it becomes aware.

(ii) Following the determination of any breach or potential breach of personal or confidential data, **CPC** shall provide notification to **RSD** Social Services Administrator in writing and shall be deemed received if sent by certified mail to:

Miami-Dade Community Services
Attn: Social Services Administrator
3140 NW 76th Street
Miami, FL, 33147.

As soon as possible and without unreasonable delay, but no later than four (4) business days, of any use or disclosure of PHI not provided for by this Agreement of which **CPC** becomes aware.

Additionally, **CPC** shall report immediately to the other Associate any Security Incident of which it becomes aware. At the request of the other Associate, **CPC** shall identify the date, nature, and scope of the Security Incident, **CPC's** response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known. Notwithstanding the foregoing, the Associates agree that this Agreement serves as notification, and that no further notification is required, of the ongoing existence of unsuccessful security incident, which include, for purposes for this Agreement, activity such as pings and other broadcast attacks on an Associate's firewall, port scans, unsuccessful log-on attempts, denial of service, and any combination of the above, as long as such activity does not result in unauthorized access, use, acquisition, or disclosure of patient information, including PHI.

(iii) **CPC** shall provide notification to **RSD** Privacy Officer and Contract Manager within twenty-four (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

c. Data Breach Notification. No later than four (4) business days following any breach affecting 500 or more individuals, either Associate shall provide to the other, in writing the elements as required by s. 501.171, F.S. to permit **RSD** to comply with the HIPAA Breach notification requirements set forth in the Prime Contract, 45 C.F.R. §§ 164.400, et seq., and in s. 501.171, F.S. Associates, as applicable, at its own cost, shall notice affected parties no later than thirty (30) days following the determination of any breach or potential breach of personal or confidential data. Following a HIPAA Breach (Privacy, Security Breach), each Associate will have a continuing duty to inform the other Associate of new and material information learned regarding the HIPAA Breach.

d. Mitigation Procedures. Each Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by such Associate in violation of the requirements of this Agreement, or the HIPAA Rules.

e. Subcontractors and Agents. Each Associate shall ensure that any agent, including a Subcontractor, to whom it provides PHI, agrees (in writing) to the same restrictions and conditions that apply through this Agreement to such Associate with respect to such PHI. Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions, and shall attempt to mitigate the effects of any such violation. Each Associate and their Subcontractors and Agents are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, as may be applicable, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements

f. Access to PHI. Each Associate agrees to provide access to PHI in a Designated Record Set to the other Associate or, as directed by the other Associate, to an Individual, or the Individual's designee (subject to additional verification procedures to verify the identity of the personal representative and Individual, and the personal representative's authority to act on behalf of the Individual), at the written request of the other Associate within a reasonable time and manner, sufficient to allow the other Associate to meet the requirements of 45 CFR § 164.524. Each Associate agrees to disclose PHI in electronic format to the other Associate or, as directed by the

other Associate, to an Individual or an Individual's personal representative, as may be necessary to satisfy the other Associate's obligations under 45 CFR §§ 164.524(c)(2)(ii) and (3)(ii) regarding an individual's request for an electronic copy of PHI.

g. Amendment of PHI. Each Associate shall make any amendment(s) to PHI in a Designated Record Set that the other Associate directs or agrees to, pursuant to 45 CFR § 164.526, in a time and manner reasonably designated by the other Associate.

h. Documentation of Disclosures. Each Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the other Associate to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

i. Accounting of Disclosures. Each Associate agrees to provide to the other Associate, within thirty (30) business days, information collected in accordance with Section 3(f) of this Agreement, sufficient to permit the other Associate to respond to a request by an Individual, or on behalf of an Individual, for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Minimum Necessary. Each Associate shall request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure to the extent that the minimum necessary standard is applicable to the disclosure under 45 CFR § 164.502(b).

k. Governmental Access to Records. Each Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the other Associate, or created on behalf of the other Associate, available to the Secretary for purposes of determining either or both Associates' compliance with the Privacy Rule.

l. Standard Transactions. If an Associate conducts, in whole or in part, any Transactions electronically on behalf of the other Associate, such Associate shall comply with the applicable requirements of 45 CFR Part 162 and shall require that any agents or Subcontractors that perform, in whole or in part, such Transactions on its behalf, agree in writing to comply with such requirements. Such Associate will not enter into any trading partner agreement in connection with conducting Standard Transactions, as defined by HIPAA Rules, on behalf of the other Associate: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked as "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

Section 4. Obligations of Associates (as Covered Entities).

a. Notice of Privacy Practices. Each Associate shall notify the other Associate of any limitation(s) in its notice of privacy practices, under 45 CFR § 164.520 and under s. 501.171, F.S., to the extent that such limitation(s) may affect the other Associate's use or disclosure of PHI.

b. Notification of Changes Regarding Individual Permission. Each Associate shall notify the other Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the other Associate's use or disclosure of PHI.

c. Notification of Restrictions to Use or Disclosure of PHI. Each Associate shall notify the other Associate of any restriction(s) imposed on the use or disclosure of PHI that such Associate has agreed to or is obligated to support in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the other Associate's use or disclosure of PHI. The other Associate agrees to abide by such restriction to the extent applicable and provided that it is made aware of the restriction in a reasonable and timely manner.

d. Permissible Requests by Associates. Neither Associate shall request the other Associate to use or disclose PHI in any manner that would not be permissible under Applicable Law if done by such Associate.

e. Marketing, Fundraising and Research. Each Associate shall follow the requirements of the HIPAA Rules regarding marketing, fundraising and research located at 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 5. Qualified Service Organization Agreement

In the event that either Associate (or both Associates) is a Part 2 Program or a QSO, as defined by the Substance Abuse Regulations, each Associate agrees to provide the services, as described in the MOU, and further (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any information from a Part 2 Program about the patients in the Part 2 Program, it is fully bound by the provisions of the Substance Abuse Regulations; and (ii) agrees to resist in judicial proceedings any effort to obtain access to information pertaining to such patients otherwise than as expressly provided for in the Substance Abuse Regulations, as may be permitted by Applicable Law. Accordingly, except as otherwise limited in this Agreement, Associates may use or disclose PHI in Part 2 "Records", as defined in 42 CFR § 2.11, to perform functions, activities, or services as described in the MOU provided that such use or disclosure comply with the requirements of the HIPAA Rules and the Substance Abuse Regulations.

Section 6. Term and Termination.

a. Term. The term of this Agreement shall commence as of the Agreement Effective Date and shall terminate at the time of termination or expiration of the MOU or as otherwise provided by this Agreement, whichever occurs first, or when one party gives the other thirty (30) calendar days notification of termination in writing to the other party or such time as mutually agreed upon by both parties.

b. Termination for Cause. A breach by either Associate of any provision set forth in Sections 2, 3 or 4 of this Agreement may, in the sole discretion of the other Associate, be deemed to constitute a material breach of this Agreement if such breach is not cured, or a plan is not enacted to enable a cure, within thirty (30) business days of receiving written notice from the non-breaching Associate. Upon occurrence of such material breach, the non-breaching Associate may immediately terminate this Agreement, withstanding any provision in this Agreement to the contrary. However, terminating this Agreement will not terminate the MOU the County has entered into with CPC.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 5(c), upon termination of this Agreement for any reason, each Associate shall return or destroy all PHI received from the

other Associate, or created or received by each Associate on behalf of the other Associate, and shall retain no copies of the PHI. Each Associate agrees to impose the same obligations to return or destroy PHI, in writing, on each of its Subcontractors or agents to the extent they are or may be expected to come into possession of such PHI.

(ii) In the event that an Associate determines that returning or destroying the said PHI is infeasible (which includes but is not limited to circumstances when an Associate needs to retain PHI to continue its proper management and administration or to carry out its legal responsibilities), such Associate shall provide notification of the conditions that make return or destruction infeasible to the other Associate and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as such Associate maintains such PHI.

Section 7. Indemnification. Each Associate (the “Indemnifying Associate”) will indemnify, defend, and hold harmless the other Associate (the “Indemnified Associate”) from any and all claims, losses, liabilities, damages, judgments, fees, expenses, awards, civil monetary penalties, and costs (including reasonable attorneys’ and court fees and expenses) arising out of or related to any Breach or alleged Breach of Unsecured PHI created, received, maintained, transmitted, or otherwise used by the Indemnifying Associate and arising from the Indemnifying Associate’s breach, or failure to perform pursuant to this Agreement (collectively, a “Claim”). This indemnification does not cover any claims, losses, liabilities, damages, judgments, fees, expenses, awards, civil monetary penalties, and costs resulting from the negligence or willful misconduct of the Indemnified Associate, or any of Indemnified Associate’s employees, contractors, or agents (except Indemnifying Associate). This indemnification is contingent upon (i) Indemnified Associate giving prompt written notice to Indemnifying Associate of any Claim for which indemnification is sought, and (ii) Indemnified Associate giving Indemnifying Associate sole control of the defense, including selection of counsel, and related settlement negotiations regarding the Claim, except that Indemnifying Associate will not enter into a final settlement involving discharge of any claims against Indemnified Associate without Indemnified Associate’s prior consent. Indemnified Associate may participate in the defense of any Claim at Indemnified Associate’s own cost. Indemnified Associate agrees that it will assist and cooperate in the defense and related settlement of the Claim, at its expense, as the Indemnifying Associate may reasonably request. If the Indemnifying Associate is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Indemnified Associate shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

Section 8. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules, the Substance Abuse Regulations, or any other Applicable Law means the section as in effect or as amended, and for which compliance is required by either or both Associates.

Section 9. Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for both to comply with Applicable Law. Such amendment shall be in writing and signed by both the Parties.

Section 10. Survival. The respective rights and obligations of the Parties under Section 5(c) and Section 6 of this Agreement shall survive the termination of the Agreement.

Section 11. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Section 12. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with Applicable Law.

Section 13. Waiver. No delay or omission by either Party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

Section 14. Severability. In the event any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect.

Section 15. Governing Law. The Parties agree that any litigation arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and that venue for any court action between the Parties shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida in Miami-Dade County, Florida, to the exclusion of all others.

Section 16. Relationship to Other Agreements. In the event that a provision of this Agreement relating to the privacy or security of patient information, including PHI, is contrary to a provision of any other agreement between the Associates (including the MOU), this Agreement shall control unless stated otherwise.

Section 17. Drafting; Neutral Interpretation. Each Party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each Party has cooperated in the drafting, negotiation and preparation of this Agreement. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of construction shall be construed against either Party on the basis of that Party being the drafter of such language.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Agreement Effective Date.

AIROJEN CENTER, CORP., dba
COMPREHENSIVE PSYCHIATRIC CENTER.

MIAMI-DADE COUNTY

SIGNED
BY:



NAME: Roberto Ruiz, Jr.

TITLE: CEO

Date: December 1, 2025

Federal Tax ID# (or SSN): 59-2013847

SIGNED
BY:

NAME: James Reyes

TITLE: Chief of Public Safety

Date: _____



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(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**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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. 9(A)(1)
7-21-26

RESOLUTION NO. R-657-26

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND A BUSINESS ASSOCIATE AGREEMENT AND QUALIFIED SERVICE ORGANIZATION AGREEMENT WITH AIROJEN CENTER, CORP., D/B/A COMPREHENSIVE PSYCHIATRIC CENTER, FOR THE PROVISION OF BEHAVIORAL HEALTH COUNSELING, TOXICOLOGY AND INFECTIOUS DISEASE SCREENINGS, AND SUPPORTIVE SERVICES, AS WELL AS STORAGE AND ADMINISTRATION OF METHADONE TO CERTAIN INDIVIDUALS RECEIVING MEDICATION ASSISTED TREATMENT AT NEW DIRECTION RESIDENTIAL TREATMENT FACILITY, FOR A TWO-YEAR TERM WITH THREE ONE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS SET FORTH IN SAID DOCUMENTS, PROVIDED THAT ANY AMENDMENTS ARE CONSISTENT WITH THE PURPOSE DESCRIBED HEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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 this Board:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute a Memorandum of Understanding ("MOU"), in substantially the form attached to the accompanying memorandum as Attachment A, on behalf of Miami-Dade County, through the Community Services Department ("CSD") or any successor entity, with Airojen Center, Corp., d/b/a Comprehensive Psychiatric Center ("CPC"). The MOU authorizes CPC to provide a

comprehensive range of services to individuals being treated at the County's New Direction Residential Treatment Facility, currently located at 3140 NW 76th Street, Miami, FL 33147, which includes: (a) psychiatric evaluation and treatment; (b) individual and group behavioral health counseling; (c) toxicology screening; (d) screenings for infectious diseases and sexually transmitted infections; (e) supportive services such as information and referrals to assist individuals obtain employment, social security benefits, food stamps, Medicaid, housing, and other services; and (f) the storage and administration of Methadone utilized in Medication Assisted Treatment for individuals who are opiate-dependent. The MOU is for an initial term of two years with three one-year automatic options to renew unless terminated by either party.

Section 3. Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute a Business Associate Agreement and Qualified Service Agreement ("BAA"), in substantially the form incorporated in the MOU, Attachment A, as Exhibit A, on behalf of Miami-Dade County, through CSD, with CPC. The BAA shall be effective during the term of the MOU and shall terminate immediately with the expiration or termination of the MOU.

Section 4. Authorizes the County Mayor or County Mayor's designee to exercise the provisions set forth in the MOU and BAA, provided that any amendments thereto are consistent with the purposes described in section 2 or as may be required by law and following approval for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez**,
 who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien**
 and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SG" or similar, written over a horizontal line.

Shanika A. Graves