

MEMORANDUM

Agenda Item No. 8(E)(1)

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

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute and exercise the provisions set forth in a no-cost Memorandum of Understanding between Miami-Dade County, through the Miami-Dade Fire Rescue Department ("MDFR"), and the Public Health Trust of Miami-Dade County for the provision of Advance Tactical Medical Training to all MDFR paramedics, for a term of five years with two five-year options to renew

Resolution No. R-615-26

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



Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001

Memorandum



Date: July 21, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution approving a Memorandum of Understanding between Miami-Dade County through the Miami-Dade Fire Rescue Department and the Public Health Trust of Miami-Dade County, Florida

Summary

This item seeks approval of a Memorandum of Understanding (MOU), attached to and incorporated in the accompanying resolution as Exhibit A, between Miami-Dade County through the Miami-Dade Fire Rescue Department (MDFR) and The Public Health Trust of Miami-Dade County, Florida (Trust), which operates Jackson Health System (JHS), including Ryder Trauma Center (RTC) for the purpose of educating and training all MDFR paramedics to enhance their skillsets through the Advance Tactical Medical (ATM) Training program. Priority will be given to members of MDFR's Urban Search and Rescue Florida Task Force 1 (USAR FL-TF1) and MDFR paramedics assigned to the Miami-Dade Sheriff's Office Special Response Team (SRT) and trained as tactical paramedics. This no-cost MOU is for a five-year term with two options to renew each for an additional five-year term.

MDFR seeks to formally establish a partnership with the Trust to provide its paramedics with clinical training opportunities that expose them to the latest technology and best practices in patient care. This training will better prepare paramedics for trauma care and high acuity medicine in the expeditionary setting. By training at a Level I Trauma Hospital, paramedics will have opportunities to improve their clinical and surgical acumen and save lives when they are in the field.

The Administration extends its sincere appreciation to the Public Health Trust for its continued support and commitment to this joint mission. The Trust's dedication to fostering high-quality clinical training opportunities plays a vital role in strengthening the County's emergency medical response capabilities and ensuring the highest standard of care for our community.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the MOU between Miami-Dade County, through MDFR, and the Trust. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to exercise the provisions set forth in the MOU and execute amendments, provided that any such amendments do not alter the purpose or extend the term or renewal periods of the MOU.

Scope

The service provided is countywide.

Delegation of Authority

The County Mayor or County Mayor's designee has delegated authority to exercise the provisions set forth in the MOU and execute amendments thereto, during the initial and any renewal terms, provided that such amendments do not alter the purpose or extend the term or renewal periods of the MOU.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

The MOU will be monitored by a designated MDFR Division Chief or other supervisory personnel.

Background

MDFR seeks to formally establish a partnership with the Trust, to provide its paramedics, including members of USAR FL-TF1 and SRT, with clinical training opportunities that will expose them to the latest technology and best practices for treatment of trauma patients.

Currently there are limited opportunities to provide paramedics with sufficient clinical and tactical medical experience to meet the core competencies necessary to effectively and efficiently treat immediate life-threatening traumatic injuries that they encounter on the job. This is especially true for paramedics who are members of SRT, which is a full-time special weapons and tactics unit responsible for: (1) serving high-risk search warrants; (2) the resolution of barricaded subjects and hostage rescue incidents; (3) aircraft, vessel, and train hijackings; (4) felony-armed subject searches; and (5) dignitary protection details.

The ATM Training will emphasize and build upon participants' core medical skills and knowledge, with the ultimate goal of expanding each individual's knowledge base and enhancing their hands-on clinical skills. To accomplish these goals, the training will consist of the following components.

1. **Classroom Didactic Education**: All participants of the ATM Training course will undergo classroom lectures using a variety of multimodality tools. These lectures will cover not only basic anatomy and physiology that paramedics are required to know but will also highlight the physiology and treatment of traumatic injuries such as pneumothorax, hemothorax, and pericardial tamponade. This will enable the paramedics to administer higher quality medical treatment. An overview and demonstration of the proper use of common equipment will be covered in these sessions as well as a workshop on suturing wounds and other modalities of bleeding control.
2. **Cadaver Workshop**: After the didactic component of the training course, the focus will shift to hands-on skills training using cadaveric models. The ATM Training course will partner with the military Advance Surgical Skills for Exposure in Trama (ASSET) course that is offered at RTC on Tuesdays and Wednesdays of most months. The cadaver training, in addition to further development of some of the classroom skills such as suturing, will expose the paramedics to skills such as cricothyroidotomy and simple and tube thoracostomy.

3. Hands-on Development of Skills: Finally, after classroom and cadaver training, the ATM paramedics will complete 4-6 shifts (day or night) at RTC with the trauma teams. These trauma teams are composed of trauma attending surgeons, trauma fellows, and residents who provide care within the trauma resuscitation area. The ATM paramedics will participate in all aspects of trauma patient care under the direct supervision of the trauma attending surgeon and the trauma fellows. All procedures will be directly supervised and will only include those that were taught in the classroom and thoroughly practiced on cadavers.

ATM Training expands the skillset of paramedics and increases their ability to better serve the community and the likelihood of more successful outcomes for patients.



Arnold Palmer
Chief of Public Safety



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. 8(E)(1)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **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. 8(E)(1)
7-21-26

RESOLUTION NO. R-615-26

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE THE PROVISIONS SET FORTH IN A NO-COST MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT ("MDFR"), AND THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY FOR THE PROVISION OF ADVANCE TACTICAL MEDICAL TRAINING TO ALL MDFR PARAMEDICS, FOR A TERM OF FIVE YEARS WITH TWO FIVE-YEAR OPTIONS TO RENEW

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 this Board:

Section 1. Incorporates and approves the foregoing recital, as if fully set forth herein.

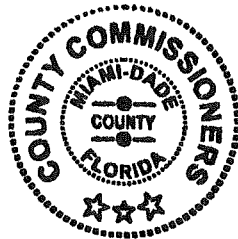
Section 2. Authorizes the County Mayor or County Mayor's designee to execute a Memorandum of Understanding, in substantially the form attached hereto and incorporated herein as Exhibit A, between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and the Public Health Trust of Miami-Dade County, Florida for the provision of Advance Tactical Medical ("ATM") Training at the Ryder Trauma Center. All MDFR paramedics including members of the Urban Search and Rescue Florida Task Force 1 and those assigned to the Office of the Miami-Dade Sheriff's Special Response Team will participate in ATM Training, which includes classroom education, cadaver workshops, and hands-on patient care. The no-cost Memorandum of Understanding shall be for a five-year term with two options to renew, each for an additional five-year term.

Section 3. Authorizes the County Mayor or County Mayor's designee to exercise the provisions set forth in the Memorandum of Understanding and execute amendments, provided that any such amendments do not alter the purpose or extend the term or renewal periods of the Memorandum of Understanding.

The foregoing resolution was offered by Commissioner **Vicki L. Lopez**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastein** 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
Sen. René García	aye
Roberto J. Gonzalez	aye
Danielle Cohen Higgins	aye
Natalie Milian Orbis	aye
Micky Steinberg	aye
Juan Carlos Bermudez	aye
Oliver G. Gilbert, III	aye
Keon Hardemon	absent
Vicki L. Lopez	aye
Raquel A. Regalado	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.

Shanika A. Graves

MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY
AND
PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY,
FLORIDA

This Memorandum of Understanding (“MOU” or “Agreement”) entered into by and between Miami-Dade County (“County”) through the Miami-Dade Fire Rescue Department (“MDFR”), and the Public Health Trust of Miami-Dade County, Florida, (“TRUST”), an agency and instrumentality of Miami-Dade County, collectively referred to as the “Parties.” The TRUST operates Jackson Health System, including Ryder Trauma Center (“RTC”).

I. INTENT

MDFR provides fire protection and emergency medical services to the unincorporated parts of Miami-Dade County, Florida, along with 29 municipalities located within the county. In all, MDFR’s service area covers 1,883 square miles in Miami-Dade County. MDFR’s Urban Search and Rescue Florida Task Force 1 (“USAR FL-TF1”) is staffed and equipped to provide 24-hour search and rescue operations following natural or man-made disasters, locally or nationally, in cooperation with the Federal Emergency Management Agency (“FEMA”), the State of Florida and other agencies as well.

The Miami-Dade Sheriff’s Office’s (“MDSO’s”) Special Response Team (“SRT”) provides police, specialized support, and sheriff services throughout the unincorporated areas of Miami-Dade County and contracted municipalities. SRT is a component of the Tactical Operations Section under MDSO’s Special Patrol Bureau, which augments traditional police functions and provides support to departmental entities, local, state and federal law enforcement agencies.

MDFR seeks to partner with RTC to educate, train, augment and enhance the skillsets of all its paramedics, with priority given to members of MDFR USAR FLTF-1, Air Rescue paramedics, and SRT, through the Advanced Tactical Medical (“ATM”) training course. The aim and mission of the ATM training course is multidimensional and incorporates a multitude of training tools. The ATM course will emphasize and build upon participants core medical skills and knowledge with the ultimate goal being to expand and vastly enhance each individual’s knowledge base as well as their hands-on clinical skills. To accomplish these goals, the training will be comprised of three (3) components.

1. Classroom Didactic Education: All participants of the ATM training course will undergo classroom lectures using a variety of multimodality tools. These lectures will cover not

EXHIBIT A

only basic anatomy and physiology that paramedics are required to know, but will also highlight the physiology and treatment of traumatic injuries such as pneumothorax, hemothorax, pericardial tamponade, and etc. This will enable the paramedics to administer higher quality medical treatment. An overview and demonstration of the proper use of common equipment will be covered in these sessions as well as a workshop on suturing of wounds and other modalities of bleeding control.

2. Cadaver Workshop: After the didactic component of the training course, the focus will shift to hands-on skills training using cadaveric models. The ATM training course will partner with the military Advance Surgical Skills for Exposure in Trauma (ASSET) course that is offered at RTC on Tuesdays and Wednesdays of most months. The cadaver training, in addition to further development of some of the classroom skills such as suturing, will expose the paramedics to skills such as cricothyroidotomy and simple and tube thoracostomy.
3. Hands-on Development of Skills: Finally, after classroom and cadaver training, the ATM medics will complete 4-6 shifts (day or night) at RTC with the trauma teams. These trauma teams are composed of trauma attending surgeons, trauma fellows, and residents that provide care in the trauma resuscitation area. The ATM medics will participate in all aspects of trauma patient care under the direct supervision of the trauma attending surgeon and the trauma fellows. All procedures will be directly supervised and will only include those that were taught in the classroom and thoroughly practiced on cadavers.

ATM training expands the skillset of these paramedics, which increases their ability to better serve the community and the likelihood of more successful outcomes for patients.

II. BACKGROUND

MDFR USAR FLTF-1 responds to natural and man-made disasters such as earthquakes, weather disasters, building explosions and collapses, etc., to not only perform search and rescue operations, but also to provide medical care. SRT, which includes members of MDFR trained as tactical paramedics, is a full-time special weapons and tactics unit responsible for serving high-risk search warrants, the resolution of barricaded subjects and hostage rescue incidents, aircraft, vessel, and train hijackings, felony-armed subject searches, and dignitary protection details. Currently there are limited opportunities to provide these paramedics with sufficient clinical and tactical medical training opportunities to meet the core competencies necessary to effectively and efficiently treat immediate life-threatening traumatic injuries that they encounter on the job. Therefore, MDFR seeks to formally build partnerships with the TRUST, which can offer its paramedics with training opportunities in a clinical setting that will expose the paramedics to the latest technology and clinical best practices. This clinical experience will prepare them for trauma care and high acuity medicine in an expeditionary setting. By training at a Level I Trauma Hospital, it is expected that the paramedics will be able to harness their improved clinical and surgical acumen to save lives when they are in the field.

MDFR's personnel shall receive ATM training from the TRUST with the following

EXHIBIT A

understandings:

1. MDFR USAR FLTF-1 and SRT, as determined in the sole and absolute discretion of MDFR, may need to depart immediately, and without prior notice, in support of public safety operations.
 - a. For this reason, to assure safety and continuity of care to patients utilized in this training program, the TRUST staff retains full and sole responsibility for patient care and may intervene in any manner necessary to protect their patients.
 - b. Should a MDFR USAR FLTF-1 or SRT team member or team be required to depart from clinical activities for an operational commitment, scheduling adaptations will remain the responsibility of the respective department. Changes to the schedule for personal reasons will be handled in the TRUST's customary fashion.
2. MDFR USAR FLTF-1 and SRT will continue operational and tactical training in addition to their clinical duties.
3. This agreement is entered into by MDFR and the TRUST for the use of TRUST facilities, system staff, and attending physician(s) for proficiency training in:
 - a. Emergency services, to include general emergencies, trauma stabilization, and ICU/specialty care.
 - b. Surgical services include general, trauma, and intensive care.
 - c. Nursing services include intensive care, emergency care, and critical care transport.
 - d. Anesthesia services to include pre-, intra-, and post-operative care.
 - e. The full spectrum of hospital practice for surgical and respiratory technicians, as appropriate, to include work in the management of trauma, general and specialized surgical patients, ICU and Emergency Room settings.
4. The TRUST has established clinical practices in the above-mentioned categories and is accredited by The Joint Commission. It is in the best interest of MDFR for its paramedics to use the clinical facilities of the TRUST for maintenance of clinical experience in their respective fields. These clinical practices are otherwise not attainable within the current MDFR training setting. Proficiency training in these categories is invaluable to mission requirements of MDFR USAR FLTF-1 and SRT.
5. Under the terms of this Agreement, MDFR paramedics will use the TRUST system clinical environment to update and maintain clinical proficiency over a specific time period. The TRUST personnel and attending physicians will assist in the training of MDFR paramedics.
6. MDFR paramedics may work outside of the area of expertise in order to gain whole patient concept proficiencies but will always work under the supervision of an attending physician. The attending physician will have the final decision involving patient care decisions and will maintain responsibility for the paramedic's medical treatment rendered. When MDFR personnel perform outside of normal scope of privileges, permission will be gained from the Chief Medical Officer of the TRUST, TRUST department head, and supervising attending physician.

III. UNDERSTANDING

The Parties acknowledge and agree to the following:

1. MDFR paramedics will be embedded in TRUST facilities within the TRUST system, and departments within the hospital system for clinical proficiency. However, administrative, operational, and tactical controls of the ATM training course remain with the MDFR's Chain of Command. Specifically, MDFR paramedics will remain under the current MDFR command architecture.
 - a. While performing clinical care and training at the TRUST and facilities within the TRUST and its hospital system, MDFR paramedics will be under the clinical control and supervision of the TRUST and specialty attending physicians. Overall, the team will function under the Department of Trauma and General Surgery's guidance. The respective TRUST Clinical Department Directors of Surgery, Emergency Medicine, Anesthesia, Nursing, and Ancillary Services will share responsibility for each clinician's supervision and employment to include scheduling of individual members. MDFR paramedics will be subject to, and required to abide by, all the TRUST policies, procedures, rules, and applicable regulations.
 - b. MDFR paramedics will enjoy the same protections afforded by typical agents, staff, and employees of the TRUST regarding medical malpractice/professional liability allegations, claims, actions, and/or litigation, and as such, will be subject to sovereign immunity provisions set forth in Section 768.28, Florida Statutes, and will remain protected in the future for any occurrence arising while providing care at the TRUST pursuant to this Agreement.
2. While performing duties at the TRUST and facilities within the TRUST system, MDFR paramedics will be an integral part of the TRUST staff, with the highest level of professional status given as afforded under current state/county statutes and laws. The MDFR paramedics will participate in on-call duties (in accordance with medical specialties) to include all of the TRUST, subject to limitations set forth in Section II, Paragraphs 1-6.
3. MDFR paramedics embedded in TRUST facilities within the TRUST and its hospital system will be licensed and credentialed with full privileges and will be subject to, and required to abide by, all applicable TRUST policies, rules and procedures regarding medical staff membership. The Parties acknowledge that all MDFR paramedics are performing official duties for the MDFR. Although MDFR paramedics fall under the portability of licensure statute, 10 USC 1094 (d), they will be required to obtain Florida licenses. MDFR shall be responsible for such licensing costs. Further licensure or certification demands for MDFR paramedics beyond federal and state requirements will be the responsibility of the MDFR, as may be required.
4. Paramedics will perform patient care duties consistent with MDFR's and the TRUST's scope of practice under the direction of the applicable TRUST's departments.

EXHIBIT A

5. It is understood and agreed that there will be no training expense incurred by the MDFR under this agreement, unless specifically requested by MDFR paramedics such as the Advanced Surgical Skills for Exposure in Trauma, the Advanced Trauma Operative Management, or cadaver-based procedure labs and/or courses. If such request is made, the terms for the provision of such training shall be memorialized in a document executed by the Parties' authorized representatives. MDFR paramedics will provide for their ancillary expenses, including but not limited to rent, parking, meals, office supplies, computer equipment, badges, and uniforms.
6. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
7. The TRUST reserves the right to refuse acceptance of any MDFR paramedic(s) and/or bar any MDFR paramedic(s) if the TRUST, in its sole and absolute discretion, determines that further participation would not be in the best interest of the TRUST.
8. No party to this Agreement will use the name of the other party or that party's affiliates, employees, or personnel, or any adaptation thereof, for the purposes of advertising, publicity, marketing, or promotion, without prior written consent obtained from the other party. Public announcements concerning this Agreement must have prior written approval of both Parties.
9. In addition to other provisions in this Agreement, the TRUST specifically agrees to:
 - a. Make available the clinical and related facilities needed for training.
 - b. Arrange, as feasible, schedules that will not conflict with training and limitations herein including those under Section II, Paragraphs 1-6.
 - c. Permit, upon reasonable request, the inspection of clinical documentation and related facilities by government agencies charged with the responsibility for accreditation of MDFR's education programs.
 - d. The Parties agree that MDFR paramedics performing clinical duties under the exclusive control of the TRUST hereunder are agents of the TRUST within the meaning of Section 768.28, Florida Statutes. In accordance with and subject to the provisions set forth in Section 768.28 and Section 111.07, Florida Statutes, as may be amended from time to time, the TRUST shall defend MDFR paramedics from professional liability actions arising from the provision of medical services hereunder. In such situations, the TRUST shall defend, and to the extent permitted under Section 768.28, Florida Statutes, be financially responsible for payment of tort claims arising from the provision of medical services hereunder.
 - e. TRUST agrees not to seek indemnification from either Miami-Dade County, the MDFR, or any of the MDFR paramedics for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the MDFR paramedic's professional duties while participating under this Agreement.
 - f. Provide MDFR paramedics access to cadaver laboratories during related medical teaching and training.

EXHIBIT A

- g. Permit the photographing of MDFR paramedics during clinical work for the purposes of marketing this program to other federal, state, and local agencies if such photography is consistent with TRUST policies and any applicable laws, rules, or regulations.
 - h. Share information on credentialing, investigations, and/or adverse actions in writing with the MDFR and ensure MDFR paramedics are afforded all due process rights given to the TRUST medical staff and personnel in the event of a proposed adverse credentialing action.
10. All MDFR paramedics are prohibited from engaging in off-duty employment, otherwise known as “moonlighting,” within the TRUST or any other professional organization within the faculty practice plan of the TRUST during their training.
11. In addition to other provisions of this agreement, the MDFR specifically agrees to:
- a. Ensure MDFR paramedics are compliant with applicable federal, state, and local laws, rules and regulations, including Good Clinical Practices, and all TRUST policies, procedures, rules and applicable instructions, including but not limited to all credentialing requirements and facility access and observer policy requirements.
 - b. Be responsible for health examinations and such other medical examinations and protective measures necessary for all MDFR paramedics.
 - c. Prohibit MDFR paramedics from publishing any materials developed as a result of his/her clinical experience that has not been approved for release, in writing, by MDFR, and the TRUST.
12. It is understood by the Parties that the TRUST may generate appropriate bills for hospital services rendered by MDFR paramedics training at the TRUST facilities within the TRUST system. It is further understood that the TRUST may generate appropriate bills for the provider services rendered by MDFR paramedics (or by the TRUST providers supervising the MDFR paramedics), subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of the TRUST, as applicable. Neither Miami-Dade County nor MDFR shall have the right or any claim to such proceeds.
13. The Parties understand that federal law shall control this Agreement and where such law calls for application of state law, the law of the State of Florida shall apply. Consequently, while assigned to the TRUST and training pursuant to the terms of this Agreement, MDFR paramedics shall remain employees of Miami-Dade County performing duties within the course and scope of their employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state’s borrowed servant defense and any other applicable defenses and immunities available to Miami-Dade County will apply to allegations of negligence or wrongful acts or omissions by MDFR paramedic(s) while acting within the scope of duties pursuant to this Agreement.
14. MDFR shall be responsible for ensuring that their personnel do not appear on the OIG's List of Excluded Individuals and Entities (LEIE), the Federal Government's System for

EXHIBIT A

Award Management (SAM), or the Agency for Healthcare Administration's (AHCA) list of excluded individuals; therefore, is not excluded from participation in any federal health care program of the Florida Medicaid program. MDFR shall require "MDFR personnel" to disclose immediately if s/he becomes an excluded individual and shall immediately advise the TRUST of same. MDFR will provide copies to the TRUST upon request.

IV. CONFIDENTIALITY

1. Parties, during the term of this Agreement, may acquire information concerning each other's finances, business practice, long term and strategic plans and similar matters related to their performance under this Agreement (collectively, the "Confidential Information"). Confidential Information shall remain the sole and exclusive property of the respective party. Neither party, nor any of its employees or agents, may at any time during the initial or any renewal of the terms of this Agreement or after the termination of this Agreement for any reason whatsoever, with or without cause, directly or indirectly, use, disclose or distribute, for any purpose or to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity, any of the other party's Confidential Information. Notwithstanding the foregoing, the Parties may disclose Confidential Information as required by law or court order. MDFR understands and agrees that the TRUST and all of TRUST's non-disclosure obligations contained herein are subject to the Florida Public Records Act, Chapter 119, Florida Statutes. In no event shall any action of TRUST, its employees or its agents taken in a good-faith belief to be in compliance with or required by such laws constitute a breach of this Agreement.

a. Patient Confidentiality

HIPAA Compliance: The Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §§ 1320d through d-8 ("HIPAA") and as amended from time to time, and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 ("The Federal Security Regulations"). The MDFR agrees not to use or further disclose any Protected Health Information or electronic Protected Health Information, as defined in 45 CFR 160.103, or individually identifiable health information, as defined in 42 U.S.C. § 1320d, other than as provided for by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations, or as required by law. MDFR shall use appropriate administrative, technical, and physical safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. Appropriate safeguards used by the MDFR shall protect the confidentiality, integrity, and availability of the Protected Health Information and electronic Protected Health Information that is created, received, maintained, or transmitted on behalf of the Parties. MDFR agrees to when using,

EXHIBIT A

disclosing, or requesting Protected Health Information, make reasonable efforts to limit the Protected Health Information to the “Minimum Necessary” (in compliance with the HIPAA Rules) to accomplish the intended purpose of the use, disclosure, or request. MDFR shall promptly report to TRUST in writing any use or disclosure of a patient’s Protected Health Information not provided by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations within five (5) business days of which MDFR becomes aware, including breaches of unsecured Protected Health Information as required by 45 CFR 164.410. MDFR shall take prompt corrective action to cure any such deficiencies, and any action pertaining to such unauthorized disclosure is required by applicable federal and state laws and regulations. TRUST shall provide an opportunity for MDFR to end the violation or cure the breach within thirty (30) days, unless another time is specified as mutually agreeable by the Parties in writing. If MDFR does not cure the breach or end the violation within the time period provided, the TRUST may immediately terminate the Agreement. In the event MDFR, with TRUST’s approval, contracts with any agents to whom MDFR provides a patient’s Protected Health Information, MDFR shall include provisions in such agreements whereby MDFR and agent agree to the same restrictions and conditions that apply to MDFR with respect to such patient’s Protected Health Information. MDFR shall make its internal practices, books, and records relating to the use and disclosure of a patient’s Protected Health Information received from, or created or received by MDFR on behalf of, the TRUST available to the Secretary of Health and Human Services to the extent required for determining the TRUST’s compliance with the Federal Privacy Regulations and the Federal Security Regulations. MDFR shall make Protected Health Information in its possession available in accordance with 45 CFR 164.524, for amendments and incorporate any amendments to Protected Health Information in accordance with 45 CFR 164.526, and make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528. MDFR agrees, to the extent MDFR is able to carry out one or more of TRUST’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to TRUST in performance of such obligation(s). At termination of the Agreement, MDFR shall return or destroy all Protected Health Information received from, or created or received by MDFR on behalf of the TRUST in any form or retain no copies of such information or, if such return or destruction is not feasible, shall extend the protections of the Agreement afforded to that information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privileges shall be deemed waived by TRUST by virtue of this Subsection. A breach by MDFR of any provision of this section shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of this Agreement by TRUST.

- b. MDFR agrees to mitigate, to the extent practicable, any harmful effect that is known to TRUST due to MDFR’s use or disclosure of TRUST’s Protected Health Information in violation of the requirements of this Agreement.

EXHIBIT A

- c. MDFR certifies and warrants that each of its employees, agents, subcontractors and suppliers that create, receive, maintain, or transmit Protected Health Information shall be bound by the same restrictions and conditions that apply to MDFR under the provisions of Sections IV(a) and IV(b) of this Agreement.

The provisions of this Section IV shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

V. **RECORDS RETENTION/OWNERSHIP**

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

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.
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 an examination may only be within five (5) years from the expiration or termination of this MOU and upon reasonable notice, time, and place.
3. Extended Availability of Records for Legal Disputes: If either 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.
4. Exemption: 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.

VI. **STANDARDS OF COMPLIANCE**

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.
2. The Parties shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should either party assert

EXHIBIT A

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 in applicable law, shall be upon the respective party.

3. The Parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, 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. The Parties shall take all measures necessary to effectuate these assurances.

VII. INDEMNIFICATION

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 its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's 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 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 MDRF, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued 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 its officers, employees, agents, and instrumentalities as herein provided.

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.
3. The Trust and the County further agree that nothing contained herein shall be construed or interpreted 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.

VIII. INSURANCE

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.
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.
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 indicates 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. Commercial General Liability in an amount not less than \$300,000 per occurrence to include products, ongoing and completed operations. 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 "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 Financial Services.
- 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.

EXHIBIT A

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

IX. INSPECTOR GENERAL REVIEWS

1. Independent Private Sector Inspector General. Pursuant to the Code of Miami-Dade County, Resolution No. R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the award of this Agreement, the TRUST has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the TRUST or County deems it appropriate to do so. Upon written notice from the TRUST, the MDFR shall make available to the IPSIG retained by the TRUST, all requested records and documentation pertaining to this Agreement, for inspection and copying. The TRUST will be responsible for the payment of these IPSIG services, and under no circumstance shall the MDFR's fees for the Services under this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the MDFR, its officers, agents, employees and assignees.

Nothing contained in this section shall impair any independent right of the TRUST to conduct, audit, or investigate the operations, activities and performance of the MDFR in connection with this Agreement. The terms of this section are neither intended nor shall the MDFR construe them to impose any liability on the TRUST.

2. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, Florida, Miami-Dade County has established the Office of the Inspector General ("Inspector General") which may, on a random basis, perform audits, inspections, and reviews of all County and TRUST contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the IG, any and all payments to be made to the MDFR under this Agreement will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. The MDFR shall, in stating its agreed process, be mindful of this assessment, which will not be separately identified, calculated or adjusted in the MDFR's Proposal. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Inspector General is authorized to investigate County affairs and empowered to review past present and proposed County and Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance

EXHIBIT A

with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance, and procurement processes, including but not limited to project design, proposal specifications, proposal submittals, activities of the MDFR, its officers, agents and employees, lobbyists, County and Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the MDFR, the MDFR shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the MDFR's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, Proposal and Agreement documents, back- change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The MDFR shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

- a. If this Agreement is completely or partially terminated, the MDFR shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b. The MDFR shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to MDFR, its officers, agents, employees, subcontractors and suppliers. The MDFR shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the MDFR in connection with the performance of this Agreement. Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the MDFR or third parties.

EXHIBIT A

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the TRUST; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the TRUST may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all TRUST contracts including, but not limited to, those contracts specifically exempted above.

X. CONTACT AND NOTICE(S)

The Parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the contact persons for attempted resolution or action. The contacts shall be responsible for overall coordination and oversight relating to the performance of this MOU.

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

For the Trust:

Public Health Trust of Miami-Dade County
1611 NW 12th Avenue
Miami, FL 33136
Attention: Chief Executive Officer

With a copy to:

Public Health Trust of Miami-Dade County
Jackson Memorial Hospital – Ryder Trauma Center
1611 NW 12th Avenue
Miami, FL 33136
Attention: Dr. Howard Lieberman
hlieberman@med.miami.edu

County Attorney's Office
1611 N.W. 12th Avenue
West Wing, Suite 109
Miami, Florida 33136

EXHIBIT A

For MDFR:

Miami-Dade Fire Rescue
9300 N.W. 43 Street
Doral, FL 33178
Attention: Anthony Garcia
Anthony.garcia@miamidade.gov

The Trust and the County shall also provide a copy of all the notices to the contact persons. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such a new address shall promptly be sent to the other party.

XI. EFFECTIVE DATE AND TERMINATION

This MOU shall become effective upon the date subscribed by the last signatory and shall remain in effect until cancelled upon thirty (30) days written notice by either party involved. The MOU may be extended by mutual written agreement of the Parties.

XII. TERMINATION/REMEDIES

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) daytime period.
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 affected 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.
3. In the event a dispute arises which the contact persons 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.
4. This MOU has no third-party beneficiaries (intended or incidental) who may enforce obligations of any party should the MOU be terminated.

XIII. TERM & RENEWALS

This MOU will be in effect for a 5-year term with two options to renew, each for an additional 5-year term. Following the two renewals no further MOUs will be executed unless authorized by the Miami-Dade Board of County Commissioners.

XIV. MODIFICATION

This Agreement shall be reviewed annually. This MOU may only be modified in writing and upon the mutual written consent by the original signatories or their successors.

XV. MISCELLANEOUS PROVISIONS

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.
2. In the event any provisions of this MOU 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.
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 a 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.
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.
5. This MOU states the entire understanding and agreement between the Parties and supersedes 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

EXHIBIT A

shall ensure the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

6. This MOU shall be governed by and enforced in accordance with the laws of this State of Florida, without regard to principles of conflict of laws. Venue for purposes of any action brought to enforce or construe this MOU shall be in Miami-Dade County, Florida.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their undersigned officials as duly authorized.

**PUBLIC HEALTH TRUST OF MIAMI
DADE COUNTY**

MIAMI-DADE COUNTY

Name: _____

Date: _____

Name: _____

Date: _____