PUBLIC HEALTH TRUST BOARD OF TRUSTEES ONE-DAY COMMITTEE MEETINGS AGENDAS

WEDNESDAY, NOVEMBER 29, 2023
11:00 AM

IRA C. CLARK DIAGNOSTIC TREATMENT CENTER (DTC)
SECOND FLOOR, CONFERENCE ROOM 259
1080 N. W. 19TH STREET
MIAMI, FL 33136

Public Health Trust Board Rules

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the committee, shall be barred from further audience before the committee, unless permission to continue or again address the committee be granted by the Chairperson. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Board Room. Persons exiting the Board Room shall do so quietly.

The use of cell phones in the Board Room is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those seated around the board table, must exit the Board Room to answer incoming cell phone calls.

1 CALL TO ORDER

2 INVOCATION

3 REASONABLE OPPORTUNITY TO BE HEARD

Members of the public wishing to speak on a proposition before the Board of Trustees or its committees will be called in the order in which they registered with the Secretary of the Board of Trustees. A speaker shall be limited to no more than two (2) minutes on a proposition before the Board of Trustees or its committees

4

REMARK(S) ANNOUNCEMENT(S), PRESENTATION(S)

5 SCHEDULED MEETINGS

5.a

JOINT CONFERENCE AND EFFICIENCIES COMMITTEE MEETING - *Laurie Weiss Nuell, Chairwoman*

5.b

LEARNING AND INNOVATION SUBCOMMITTEE - *Laurie Weiss Nuell, Chairwoman*

5.c

PURCHASING AND FACILITIES SUBCOMMITTEE - *Walter T. Richardson, Chairman*

5.d

FISCAL COMMITTEE - *Carmen M. Sabater, Chairwoman*

5.e

STRATEGY AND GROWTH COMMITTEE - *Walter T. Richardson*

6 CALL TO ADJOURN

JOINT CONFERENCE AND EFFICIENCIES COMMITTEE AGENDA

WEDNESDAY, NOVEMBER 29, 2023
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1 CALL TO ORDER

2 APPROVAL OF THE COMMITTEE MEETING MINUTES FOR OCTOBER 25, 2023

2.a

Meeting Minutes

3 JACKSON HEALTH SYSTEM CHIEF PHYSICIAN EXECUTIVE REPORT

4 ANNUAL QUALITY REPORT

4.a

JACKSON WEST MEDICAL CENTER ANNUAL QUALITY REPORT - *Presented by Eddie Borrego, Senior Vice President, Chief Experience Office and Chief Executive Officer, Jackson West Medical Center*

5 CREDENTIALS COMMITTEE ACTIVITY REPORT

5.a

Credential Committee Activity Report Summary

6 APROVAL OF ANNUAL INSTITUTIONAL REVIEW OF THE GRADUATE MEDICAL EDUCATION PROGRAMS

6.a

Annual Institutional Review of the Graduate Medical Education Programs

7 RESOLUTION RECOMMENDED TO BE ACCEPTED

7.a

RESOLUTION APPROVING THE MEDICAL STAFF AND HEALTH PROFESSIONAL AFFILIATE STAFF MEMBERSHIP AND CLINICAL PRIVILEGES; APPROVING INITIAL APPOINTMENTS, REAPPOINTMENTS AND CLINICAL PRIVILEGES AND ACTIVITIES; APPROVING MODIFICATIONS TO MEDICAL STAFF MEMBERSHIP CATEGORY AND CLINICAL PRIVILEGES; ACCEPTING RESIGNATIONS AND LEAVES OF ABSENCE – NOVEMBER 2023 - *Sponsored by Chris A. Ghaemmaghami, MD, Executive Vice President, Chief Physician Executive and Chief Clinical Officer, Jackson Health System*

7.b

RESOLUTION ACCEPTING THE EXECUTIVE SUMMARY OF THE ANNUAL INSTITUTIONAL REVIEW OF THE GRADUATE MEDICAL EDUCATION PROGRAMS AT THE PUBLIC HEALTH TRUST - *Sponsored by Chris Ghaemmaghami, MD, Executive Vice President, Chief Physician Executive and Chief Clinical Officer, Jackson Health System*

8 CALL TO ADJOURN

PUBLIC HEALTH TRUST BOARD OF TURSTEE ONE-DAY COMMITTEE MEETINGS

JOINT CONFERENCE AND EFFICIENCIES COMMITTEE MEETING MINUTES

Wednesday, October 25, 2023
Followed the Remark(s), Announcement(s), Presentation(s)

Ira C. Clark Diagnostic Treatment Center
Conference Room 259

Learning and Innovation Subcommittee
Laurie Weiss Nuell, Chairwoman
Matthew J. Allen, Vice Chairman
Antonio L. Argiz
Amadeo Lopez-Castro, III
Walter T. Richardson
Carmen M. Sabater
Senator Alexis Calatayud

Member(s) Present: Laurie Weiss Nuell, Walter T. Richardson, Antonio L. Argiz, Matthew J. Allen, Carmen M. Sabater, Senator Alexis Calatayud and Amadeo Lopez-Castro, III

Member(s) Excused: None

In addition to the Committee members, the following staff members and Assistant Miami-Dade County Attorneys were present: Carlos A. Migoya, David Zambrana, Dr. Chris Ghaemmaghami, Marie Sandra Severe and Peta Ann Anderson; Christopher Kokoruda and Laura Llorente, Assistant Miami-Dade County Attorneys.

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1. CALL TO ORDER

Laurie Weiss Nuell, Chairwoman at 11:11 a.m.

2. APPROVAL OF THE SUBCOMMITTEE MEETING MINUTES FOR SEPTEMBER 27, 2023

Carmen M Sabater moved approval;
seconded by Walter T. Richardson,
and carried without dissent.

3. JACKSON HEALTH SYSTEM PRESIDENT REPORT

JACKSON HEALTH SYSTEM CHIEF PHYSICIAN EXECUTIVE REPORT

Dr. Chris Ghaemmaghami, Executive Vice President, Chief Physician Executive and Chief Clinical Officer, began with a reflection on the work teams are doing during this transformation process period and the importance of priority and safety of Jackson patients. Dr. Ghaemmaghami stated that the value of work is in operation efficiencies and improving length of stay. Dr. Ghaemmaghami expressed that Quality is making sure right things happen, and Safety is making sure wrong things don't happen. Jackson continue to setup systems with guidance from teams and transformation office, and launched multidisciplinary rounds for efficiency and improvement of quality of care. Dr. Ghaemmaghami went on to introduce Marie Sandra Severe, Chief Executive Officer of Jackson North Medical Center who will be presenting their Annual Quality Reports.

4. JACKSON NORTH MEDICAL CENTER ANNUAL QUALITY REPORT

Marie Sandra Severe, Senior Vice President and Chief Executive Officer, Jackson North Medical Center (JNMC) presented the JNMC Annual Quality Report. The report began with introduction of Team of Leaders from JNMC: Ryan Hawkins, Chief Operating Officer, Dr. Oneil Pike, Chief Medical Officer, Julie Dircks, Chief Financial Officer and Peta Anderson, Chief Nursing Officer.

QUALITY CARE METRICS

Jackson North Medical Center (JNMC) quality care sepsis compliance is above the national average of 57%, but below set goal of 70%. JNMC is working on improvement and concluded that documentation time frame is one of the key driving factors. Lead team is currently working with providers and sepsis coordinator on strategizing and improvements for FY2024. Noted are significant opportunities for comprehensive stroke, therefore, JNMC is expanding stroke scoring team. In addition, JNMC Emergency Care Miracle Bond has allowed improvements on expansion and upgraded appearance which has created an increased in volume by 18% for this fiscal year. On metrics related to Emergency Department (ED) patients seeing qualified personnel upon two minutes of arrival, the national average is 19 minutes, JNMC is at 8 minutes. Metrics on improving discharge efficiencies, the national average is at 186 minutes and JNMC is currently at 100 minutes, set goal is 98 minutes. JNMC has seeing decrease in length of stay by 2% due to ability to facilitate in-house lab works. Perinatal Care is a collaborate effort throughout the Jackson System, and JNMC elective deliveries are at zero C-section rate, performing within margin, however, JNMC still have significant opportunities for improvement. JNMC has Instituted education and huddles prior to C-sections for safety of mother and baby.

SAFETY METRICS

JNMC falls are currently at 0.13% below national average of 0.70, goal is zero. Implemented a daily huddle to discuss events and prevention methods. For medication errors, the national average is 3.00, JNMC is currently at 0.67, goal is zero. The speak-up campaign is key force for improvements. On hospital acquire infections, JNMC has done an exceptional job for FY2023, exceeded system goals and met guidelines set by CMS. For CAUTI SIR, COTI and MERSA zero infections for first three quarters and one in fourth. Strategy for these results are staff resilient, awareness and passion to ensure patients are safe. For C-Diff SIR exceed goals and CMS guidelines, had few infections during first three quarters. JNMC is focused on hand hygiene, environmental cleaning and working with pharmacy to prevent horizontal transmissions. JNMC had zero infections for MRSA SIR due to great interdisciplinary team collaboration and staff education. JNMC service excellence, have some opportunities for working on patient experience. On communication with nurses, goal is set at 74.58% and currently at 70.59%. On responsiveness of staff the set goal is 56.02, and currently at 54.89. The communication with doctors is at 75.19 exceeding set goal of 72.47. Care transition goal is set at 47.90, and currently at 51.00. JNMC is very passionate about patients and has implemented a special survey to target points for how patients wants to be treated and heard.

Trustee Sabater enquire on how communication with doctors is measured; Ms. Anderson indicated that it's based on response/perspective from patients and family. Also, she enquire on technology and systems mentioned, Dr. Ghaemmaghami, stated that it's about standardizing work engaging with the team and having accountability.

Trustee Weiss Nuell ask if providers at Emergency department use scribe for discharges, Ms. Severe stated that the providers work with the discharge nurses for this process; Dr. Pike stated that improvement on documentation is key, therefore, scribe will be good additive for improvement.

5. CREDENTIALS COMMITTEE ACTIVITY REPORT

5.a Dr. Ghaemmaghami presented the Credentials Committee Activity Report for the Month of October 2023 with a favorable recommendation to the Public Health Trust Board of Trustees with a motion to accept. The physician's files thoroughly reviewed by the Executive Medical Committee of the Medical staff. Details of the report was included in the agenda

5.b MEDICAL STAFF PHT BYLAWS RULES AND REULATIONS AMMENDMENT

Dr. Ghaemmaghami indicated that the PHT Bylaws and Rules are submitted for acceptance with edits for medical staff.

RESOLUTIONS RECOMMENDED TO BE ACCEPTED

6a.

RESOLUTION APPROVING THE MEDICAL STAFF AND HEALTH PROFESSIONAL AFFILIATE STAFF MEMBERSHIP AND CLINICAL PRIVILEGES; APPROVING INITIAL APPOINTMENTS, REAPPOINTMENTS AND CLINICAL PRIVILEGES AND ACTIVITIES; APPROVING MODIFICATIONS TO MEDICAL STAFF MEMBERSHIP CATEGORY AND CLINICAL PRIVILEGES; ACCEPTING RESIGNATIONS AND LEAVES OF ABSENCE - OCTOBER 2023 *Sponsored by Chris A. Ghaemmaghami, MD, Executive Vice President, Chief Physician Executive and Chief Clinical Officer, Jackson Health System*

6.b

RESOLUTION ADOPTING AMENDMENT TO THE PUBLIC HEALTH TRUST BYLAWS AND RULES AND REGULATIONS OF THE MEDICAL STAFF *Sponsored by Chris A. Ghaemmaghami, MD, Executive Vice President, Chief Physician Executive and Chief Clinical Officer, Jackson Health System*

MOTION TO ACCEPT THE RESOLUTION WITH A FAVORABLE RECOMMENDATIO TO THE BOARD OF TRUSTEES AS PRESENTED

Matthew J. Allen moved to accept the resolutions; seconded by Antonio L. Argiz, and carried without dissent.

6. CALL TO ADJOURN

Laurie Weiss Nuell, Chairwoman Joint Conference and Efficiencies Committee at 12:10 p.m.

Meeting Minutes Prepared by: Adriana Pascal
Executive Assistant and
Secretary to the Public Health Trust Board of Trustees

Jackson
HEALTH SYSTEM
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TO: Laurie Weiss Nuell, Chairwoman
and Members, Joint Conference and Efficiencies Committee

FROM: Eddie Borrego, Senior Vice President, Chief Experience Officer
and Chief Executive Officer, Jackson West Medical Center

DATE: November 29, 2023

RE: Jackson West Medical Center Annual Quality Report

Nearly five years ago, Jackson Health System broke ground on a commitment made to the residents of Miami-Dade County to expand Jackson's world-class care and build a medical center in the heart of one of Miami-Dade's fastest growing communities. Since opening just two years ago in August 2021, Jackson West Medical Center is proud to rank among a small group of top-performing hospitals across the country.

Our daily and horizontally-driven approach at improving patient safety, clinical processes of care, and patient satisfaction is the determining factor to ensuring sustainable and positive outcomes. Jackson West has seen sustained achievement in several evidence-based measures, performing well above the national rate in hospital acquired infections, patient satisfaction, and length of stay.

Other specific areas of focus include prevention of avoidable falls and skin injuries, improvement of emergency room workflow, and treatment times for stroke and sepsis. Action plans developed by the frontline care team have already shown to be successful and effective.

Relentlessly committed to consumerism and innovation, Jackson West has maintained a consistent level of service excellence that ranks in the top 3 percent of hospitals across the nation. This is determined by benchmarking our HCAHPS scores with other hospitals in the Press Ganey database, the gold standard in determining national percentage rankings for patient satisfaction.

The full range of data is available below. Significant trends will be highlighted for discussion during the Public Health Trust Board of Trustees' Joint Conference & Efficiencies Committee meeting.

Service Excellence

Domain	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
Overall Rating	86.81	85.64	84.36	85.57	86.54	90.65	85.62
Would Recommend	87.78	86.49	82.93	87.46	87.90	91.18	88.00
Comm w/ Nurses	84.14	80.48	81.76	83.16	84.60	83.32	83.51
Resp of Hosp Staff	71.92	67.64	63.32	65.48	71.23	74.43	64.11
Comm w/ Doctors	82.90	82.40	83.36	85.13	84.51	86.03	88.83
Cleanliness	84.27	87.23	85.85	86.30	84.28	89.78	83.66
Quietness	82.22	80.00	77.73	80.90	80.65	80.29	80.92
Comm About Medicines	65.09	69.32	62.19	61.10	69.63	65.93	69.07
Discharge Information	85.39	83.56	80.38	83.74	82.50	83.48	83.72
Care Transitions	68.50	66.76	62.61	65.88	67.69	64.54	64.22

Hospital Acquired Infections

Measure	FY 2022 Q1	FY2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
CLABSI	0	0	0	0	0	0	0
CAUTI	0	0	0	0	0	1	0
C-Diff	0	0	0	0	0	0	0
MRSA	0	0	0	0	0	1	0

Patient Safety

Measure	Jackson Goal	Threshold	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
Falls Rate	0.00	3.70	2.17	0.83	0.51	1.22	2.86	1.79	2.57
Falls Injury Rate	0.00	0.70	1.45	0.00	0.00	0.00	0.00	0.67	0.21
Med Error Rate	0.00	3.00	1.09	2.20	1.53	3.66	2.86	1.56	0.64
Hospital-Acquired Pressure Injury R..	0.00%	4.80%	1.72%	2.38%	5.66%	4.48%	4.62%	2.78%	2.86%

Barcode Medication Administration

Measure	Jackson Goal	Threshold	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
BCMA % Med Ide..	95.00%	85.00%	98.48%	98.45%	98.18%	98.28%	98.48%	98.52%	98.02%
BCMA % Pt Ident	95.00%	85.00%	99.38%	99.20%	99.07%	98.96%	98.89%	99.01%	98.44%

Readmissions

Measure	Jackson Goal	National Average	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
AMI	11.60%	17.30%	0.00%	0.00%	0.00%	0.00%	25.00%	0.00%	0.00%
HF	18.40%	21.90%	0.00%	100.00%	5.88%	14.29%	37.50%	30.77%	42.86%
PN	13.60%	17.00%	0.00%	100.00%	0.00%	25.00%	14.29%	0.00%	8.33%
COPD	17.60%	20.80%	0.00%	0.00%	0.00%	20.00%	12.50%	0.00%	16.67%
THA/TKA	4.00%	4.00%			0.00%	0.00%	0.00%		0.00%

Quality Care

Measure	Measure Description	JHS Goal	National Average	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
STK	Stroke Composite	100.00%	96.30%	100.00%	96.77%	98.82%	100.00%	95.83%	94.55%	97.14%
CSTK-1	Stroke Composite	100.00%		57.14%	66.67%	60.00%	57.14%	100.00%	66.67%	50.00%
SEP-1	Early Management Bundle, Severe Sepsis/Septic Shock	60.00%	57.00%	57.89%	63.16%	44.00%	55.56%	33.33%	50.00%	69.23%

Emergency Care

Measure	Measure Description	JHS Goal	National Average	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2023 Q1	FY 2023 Q2	FY 2023 Q3
OP-18b	Median Time from ED Arrival to ED Departure for Discharged ED Patients - Reporting Measure	98	186	187	190	178	193	163	152	161
OP-20	Door to Diagnostic Evaluation by a Qualified Medical Professional	8	19	9	10	10	11	15	19	16

Jackson Health System
BOARD OF TRUSTEES COMMITTEE
November 29, 2023

	Medical Staff	Allied Health Professionals
Initial Applicant(s)	***29***	***15***
(6) – Community Physician(s)		
(23) – Academic Physician(s)		
(8) – Trained at Jackson *(Internship, Residency and/or Fellowship)*		
Reappointments	***60***	***32***
Reappointment(s) Reinstatements	0	0
Termination(s)	0	0
Notification of Site(s) of Practice:		
a. Correction of Clinical Privileges	0	0
b. Request for Additional Privileges	***1***	0
c. Change of Membership Category	***1***	0
d. Additional/Change Sponsor	0	***2***
e. Additional Service/Facility	0	0
f. Request for Change of Service/Clinical Privileges	0	0
g. Delete Sponsor/Privileges	0	0
h. Denial of Clinical Privileges – Modified	0	0
i. Ceasing Clinical Privileges/Facility	0	0
j. Request for reduction of clinical privileges	0	0
k. Deceased	0	0
l. Request for Leave of Absence	0	0
Resignation(s)	***23***	***9***
Voluntary Withdrawal and Voluntary Relinquishment of Membership and Privileges:		
a. Incomplete Reappointment(s) File	0	0
b. Reappointment Application Not Returned	***5***	0
c. Lack of Utilization	***1***	0
d. Does not use facility and geographically inconvenient	0	0

**************************************CONFIDENTIALITY STATEMENT*************************************

REMINDER : In order to preserve the statutory protection against discovery, all committee members must maintain the confidentiality of the subject matter of this meeting.

Jackson HEALTH SYSTEM
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TO: Laurie Weiss Nuell, Chairwoman
and Members, Joint Conference and Efficiencies Committee

FROM: Chris Ghaemmaghami, MD
Executive Vice President, Chief Physician Executive
and Chief Clinical Officer, Jackson Health System

Yvonne Diaz, MD Designated Institutional Official

DATE: November 29, 2023

RE: Graduate Medical Education: 2023 Annual Institutional Review Executive Summary

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Recommendation
Staff recommends that the Public Health Trust Board of Trustees accept the executive summary of the annual institutional review of the graduate medical education program at Jackson Health System in accordance with the requirements of the Accreditation Council for Graduate Medical Education (ACGME).

Scope
The annual Institutional Review covers academic year 2022-2023.

Background
This annual institutional review is a requirement for Accreditation Council for Graduate Medical Education (ACGME) sponsoring institutions and is a part of the continuous quality improvement cycle of the sponsoring institution. The ACGME requires that its members' governing bodies receive a written executive summary of the graduate medical education program's annual institutional review.

Graduate Medical Education: 2023 Annual Institutional Review
EXECUTIVE SUMMARY

Background

This annual institutional review is a requirement for Accreditation Council for Graduate Medical Education (ACGME) sponsoring institutions and is a part of the continuous quality improvement cycle of the sponsoring institution. The ACGME requires that its members' governing bodies receive a written executive summary of the graduate medical education program's annual institutional review.

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1. Participants

- Yvonne Diaz, MD, Associate Dean for GME, University of Miami Miller School of Medicine and DIO
- Nilda Gonzalez, MHSA, Director, GME, Jackson Memorial Hospital/Jackson Health System
- GME Executive Committee
    - Shawn Banks, MD, Program Director, Anesthesiology, University of Miami/Jackson Health System, Member GME Executive Committee and Vice Chair of GMEC
    - Joan St. Onge, MD, MPH. Senior Associate Dean for GME and Faculty Affairs, University of Miami Miller School of Medicine
    - Radu Saveanu, MD, Program Director, Psychiatry, University of Miami/Jackson Health System, Member GME Executive Committee
    - Gary Danton, MD, Program Director, Radiology, University of Miami/Jackson Health System, Member GME Executive Committee
    - David de la Zerda, MD, Program Director, Pulmonary and Critical Care Medicine, University of Miami/Jackson Health System, Member GME Executive Committee
    - Stefanie Brown, MD, MBA, Program Director, Internal Medicine, University of Miami/Jackson Health System, Member GME Executive Committee
    - Carlos Medina, MD, Program Director, Obstetrics and Gynecology, University of Miami/Jackson Health System, Member GME Executive Committee
    - Christopher Freeman, MD, Program Director, Emergency Medicine, University of Miami/Jackson Health System, Member GME Executive Committee
    - Marie Anne Sosa, MD, Director for GME UHealth, University of Miami Miller School of Medicine

- Peer Selected Residents:
    - Nisreen Ezuddin, MD. Resident, Radiology
    - Stephanie Lee, MD Resident, Medicine/Pediatrics
    - Sara Sukkar, MD Chief Resident, Pediatrics

- GMEC Members
    - Jonathan Tolentino, MD, MS-HPE, Program Director, Medicine/Pediatrics, University of Miami/Jackson Health System
    - Adriana Zanaty, Program Manager Pathology & Laboratory Medicine

2. AIR performance indicators reviewed:
    - ACGME Institutional Letter of Notification (LON)
    - Individual ACGME Program Accreditation status and citations

- 2022-2023 Resident and Faculty ACGME Surveys

3. Additional documents reviewed:
   - ACGME Requirements for Sponsoring Institutions
   - GMEC Report 2023
   - Review of Sponsored Programs
     - 2022-2023 Resident and Faculty Wellness Surveys
     - Resident engagement in Quality Improvement and Patient Safety
   - Faculty Development (Faculty Affairs)
   - GME sponsored workshops and Programming.
   - GME Policies and Procedures Manual
   - Diversity and Retention data
   - Graduate data
   - Board Pass Rates

Summary of Items Reviewed

ACGME Institutional Requirements:

Updated institutional requirements were reviewed to ensure compliance. Items that were addressed in 2022-2023 are:

I.b.4.a).(5) Oversight of ACGME-accredited programs' implementation of institutional policy(ies) for vacation and leaves of absence including medical, parental, and caregiver leaves of absence, at least annually; (Core) – added as standing item in GMEC to address annually

> On June 28, 2023, GMEC reviewed policy and current vacation balances and leaves of absence. Policy meets ACGME requirements and is being implemented by programs and institution as required.

Non-Standard Oversight Process: Policy reviewed and approved by GMEC 12/14/2022.

Accreditation Status Review

Institution
Last Site Visit: November 12, 2020
Self-Study Due Date (Scheduled): April 01, 2027
10-Year Site Visit (Approximate): April 1, 2029
Last CLER Site Visit Date: December 3, 2019

ACGME Letter of Notification (LON) 8/15/2023: The institution received **continued accreditation**. The Review Committee commended the institution for its demonstrated substantial compliance with the ACGME Institutional Requirements without any new citations. *All citations resolved.*

New Citations: none

Resolved Citations:

- *Structure for Educational Oversight, GMEC (Institutional Requirement I.B.5, I.B.5.b), I.B.5.b).(2))*
- *Structure for Educational Oversight, GMEC (Institutional Requirements I.B.5, I.B.5.a), I.B.5.a).(1-3), I.B.5.b), I.B.5.b).(1))*
- *Structure for Educational Oversight, GMEC, Meetings and Attendance (Institutional Requirement I.B.3.a))*
- *Structure for Educational Oversight, GMEC, Responsibilities (Institutional Requirements I.B.4., I.B.4.b), I.B.4.b).(2))*

ACGME NST Recognition

Status: Initial Recognition
Effective Date: 07/01/2022
GMEC approved 24 NST programs during the initial cycle.

Residency and Fellowship Programs

Number of ACGME accredited programs: 99
Other programs: 6 SNS-CAST; 2 ADA; 2 CPME; 2 ASTS; 24 other Non-Standard Training Programs
ACGME Program Status: (see **Appendix 1A and 1B** for Details on Programs' accreditation statuses and citations)

Total trainees: 1,110 ACGME accredited and 97(other)

Initial Accreditation: 6

Adult Reconstructive Orthopedics (7/1/2022), Micrographic Surgery and Dermatologic Oncology (1/6/2023), Neurocritical Care (4/4/2023), Reproductive Endocrinology and Infertility (9/22/2022), Neuropathology (1/19/2023), Female Pelvic Medicine and Reconstructive surgery (1/19/2023)

Initial Accreditation with warning: 1

Integrated IR

Continued Accreditation: 89

Continued Accreditation without outcomes: 3

Maternal Fetal Medicine, Plastic Surgery Integrated, and Vascular Surgery Integrated

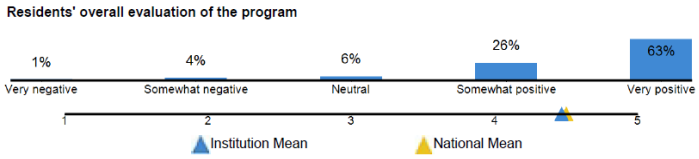
ACGME Programs without citations: 84 (85%). The number of ACGME programs with citations decreased from 22% to 15%.

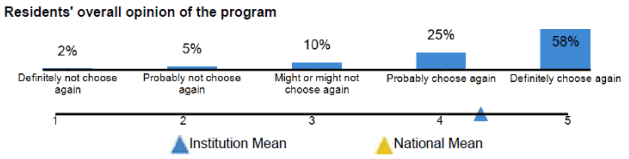
AIR	Total # ACGME programs	# Without citations	% Accredited w/o warning	% No citations
2020-2021	94	64	100%	68%
2021-2022	96	75	98%	78%
2022-2023	**99**	**84**	**99%**	**85%**

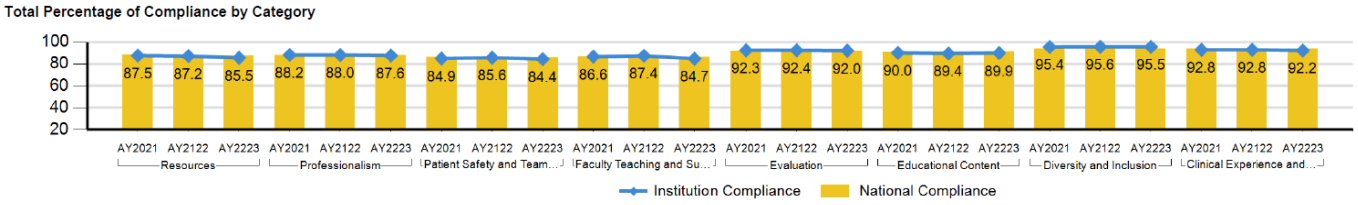
Programs Withdrawn: Laboratory genetics and genomics (Medical Related Specialty) (6/30/20203)

ACGME Survey Review 2022.2023

Resident Institutional Survey Review: 88 Programs surveyed. Response rate 973/1093 (89%)
The resident overall evaluation of the program decreased from 92% in AY 21.22 to 89% in AY 22.23 and is just below the national mean. Eighty-three percent (83%) would choose the program again (at national mean).

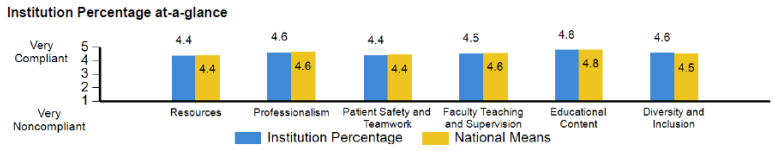


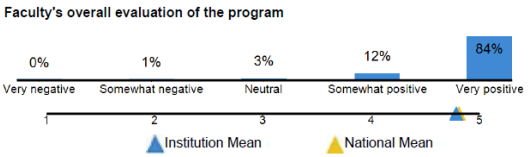


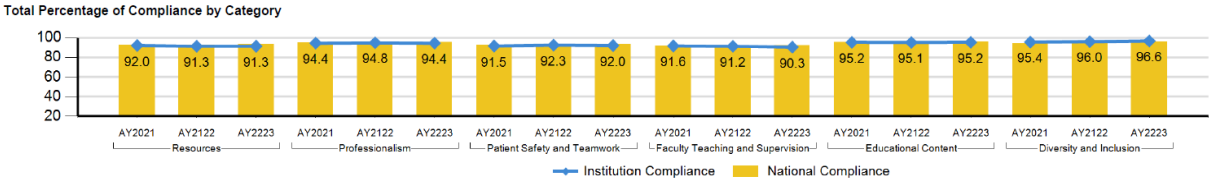


Most individual survey items on the resident institutional survey are within 5% of the % National Compliance. *Teaching on healthcare disparities increased from 78% in 2020 to 83% in 2022 and is on par with national compliance*. The following item represents opportunities for the institution: Education compromised by non-physician obligations (79% institution vs 88% national); Appropriate balance between education (e.g., clinical teaching, conferences, lectures) and patient care (74% UM/JHS vs 79% National)

Faculty Institutional Survey Review: 88 Programs Surveyed; Response 953/1067 (89%)
Faculty responses remain in overall good compliance. Faculty overall evaluation of the program is at 96%. Compliance in each major category is at National Mean (+/-0.1). Single item 5% below national on the faculty institutional survey: "Residents/fellows participate in clinical patient safety investigation and analysis of safety events." All other survey items on the institutional survey are within 3% of the % National Compliance on the institutional faculty survey.







Graduate Medical Education Committee (GMEC) Activity AY 2022-2023

1. GMEC approved six new programs (October 2022 – October 2023)

2. GMEC Approved Program Director Changes for Established Programs (July1-July1). Historically, 12-14% of programs have a change in program director role each year(reference: 2022-2023_acgme_databook_document.pdf) **We are near national norm for the last three years.**

AY	17.18	18.19	19.20	20.21	21.22	**22.23**
New PDs	10	19	22	11	11	**10**
Total Established Programs	92	93	94	94	94	**95**
Turnover (established programs)	11%	20%	23%	12%	12%	**11%**

3. Program Coordinator Changes: Nationally,15.2% of programs experienced program coordinator changes in AY22.23 (ref: 2022-2023_acgme_databook_document.pdf . Page 154) **Program coordinator turnover has remained stable compared to the last academic year.**

AY	**17.18**	**18.19**	**19.20**	**20.21**	**21.22**	**22.23**
New PCs	17	41	9	20*	8	**9**
Total Programs	92	93	94	94	94	**95**
Turnover	18%	44%	10%	21%	9%	**9%**

4. GMEC ACGME Complement changes approved AY 22.23:

Program name	**Temp/Perm**	**#Positons**	**Approved**
Complex General Surgical Oncology	Permanent	2	4.29.23
Adult Cardiothoracic Anesthesiology	Temporary	1	7.1.23
Pulmonary disease and critical care medicine	Temporary	1	6.30.23

Special Review Status May 2022 – June 2023: The goal of special reviews is to support program directors and help them and the department address any areas of concern in a proactive and timely manner.

Interventional Radiology Completed. Continued monitoring - Cardiology, Nuclear Medicine, Pediatric CCM, Hospice & Palliative Care, Neurology.
Off Special Review Status: Colorectal Surgery (2022)

Subcommittees of the GMEC and Councils:

GMEC Executive Subcommittee:
This committee continues to meet monthly to review requests for complement increases, program director changes, and special consideration candidates for residency, and change in clinical rotations. The committee also assists in developing new institutional policies, reviews survey results, and identifies programs for special review, and participates in the Annual Institutional Review.

GMEC Wellness Subcommittee: The subcommittee meets virtually every six to eight weeks. Wellness leaders attended the ACGME Wellness Calls and the AMA Wellness Webinar. Committee efforts focused on maintaining and expanding the access to wellness resources in our institution, such as opening of the resident lounge at JMH in February 2023, obtaining discounted rates for trainees at the UM Wellness Center, and addressing concerns related to housing, housestaff benefits and childcare options. The ACGME resident survey and the 2022 AMA National Comparison report Data were reviewed and shared with leadership and committee members. The committee continues to support the available behavioral health options for trainees in need of mental health care. The committee has also focused on communicating resources available to the residents on a regular basis. As part of that initiative, the Wellness Section on new innovations is being revised and a webpage dedicated to wellness resources available is being created.

Quality Improvement and Safety Initiatives:

The *Quality Improvement Project Support (QuIPS)* program remained active during the past academic year. Three QuIPS faculty/GME quality members (Dr. Sosa, Dr. Diaz, Dr. Bayes-Santos) lead the Quality Improvement Curriculum. The content is delivered through hybrid model of online pre-learning educational modules using the Moodle platform focusing on the basic knowledge on key QI concepts followed by virtual zoom sessions and 1:1 coaching for guided project-based experiential training. The curricular content containing online educational modules and additional resources remain available through open access to trainees (at http://www.e-gcrme.com).

QuIPS was successful this year with wide participation of residents, fellows, and faculty and collaboration among Jackson Health System and UM quality leaders and administrators on various projects focused on improving quality of patient care and safety. For the fall of 2022 we had 24 participants and for the spring of 2023 a total of 18 participants and projects are at different levels of completion. The year culminated in the 4th Quality and Safety Showcase in May 2023, with over 60 projects submitted and presented by residents, faculty, and staff.

Education Programs Sponsored by Graduate Medical Education: November 1, 2022- October 2023

Orientation 2023

Orientation for incoming interns and fellows remained virtual for the hospitals. Added opioid prescribing and pain management education to Jackson orientation for interns and fellows June and July 2023.

Residents continue to complete the on-boarding/annual mandatories on Jackson's learning platform, weLearn. GME specific content created to meet requirements included modules on: Residents as Teachers, Recognizing and Resources for Sleep Deprivation, Burnout, Depression, and Substance Use Disorders

Intern Patient Safety Week Orientation June 2023

Over 200 entering interns participated in the in-person week-long series. Interns participated with faculty and UM-JHS Center for Patient Safety Coaches in small group instruction and simulation addressing the following ACGME Competencies: Handoffs, disclosure of an adverse event, participation in a real or mock adverse event analysis. The following areas were addressed:

- Overview of patient safety and preventable errors in healthcare
- Handwashing
- Standardized Handoffs utilizing IPASS mnemonic
- Interprofessional Communication during an adverse event
- Delivering bad news utilizing SPIKES protocol
- Disclosure of Adverse Event

The week culminated with a mock, interdisciplinary Root Cause Analysis of the simulated event which took place virtually.

GME Workshop:

"Crucial Conversations in GME"
We continue to provide opportunities for our residents to develop cultural awareness and to learn about our community and their role as educators and patient advocates. This year, the workshop returned to its live format at the Shalala Center at the University of Miami Coral Gables Campus.
Over 215 incoming interns participated.

Overarching themes for the session are:

- Wellness and You
- Our community: Introduction
- Addressing the Opioid Epidemic: Opiate Use Disorder.
- Professionalism and the Learning Environment
- Residents as Teachers
- Engaging with Our Community.

Spanish Intensive Program:

The University of Miami Office of Continuing Education's intensive Spanish language course is offered to all new residents and fellows during the week prior to orientation.

Committee of Interns and Residents Committees (CIR)

The residents in CIR and support several trainee initiatives to address our community needs as well as diversity, equity, and inclusion. A list of the committees is provided.

- Community Outreach & Advocacy
- Black Physician Recruitment
- Women in Medicine
- International Committee
- LGBTQ People in Medicine
- Quality Improvement Council

Resident Scholarly Activity Program (RSAP):

This is a structured curriculum focused on improving the quality of the research projects pursued by residents and fellows through the introduction of research focused didactics and a structured research development program. This program continues to be offered twice a year with additional 1:1 coaching.

Professional Development Seminars: Faculty

We continue to work with Faculty Affairs to offer faculty development opportunities. We hosted the following sessions:

VIRTUAL SESSIONS:

Date	Career Development Topics
Apr 14, 2022	Designing and Implementing Effective Team Training Simulations
May 12, 2022	Formulating a research question
Jul 14, 2022	Research resources at the University of Miami and the VA
Aug 11, 2022	Library Resources
Sep 08, 2022	Developing your research plan and writing your abstract
Oct 13, 2022	Demystifying Basic Statistics
Nov 10, 2022	How to work with your statistician: Defining your variable and co-variables.
Dec 8, 2022	Revising Your Abstract

WEB-BASED RESOURCES:

Additional workshops are available at https://med.miami.edu/offices/faculty-affairs/services/professional-development-,-a-,-mentoring and

Resources to Enhance Skills Miller School of Medicine (miami.edu)

LIVE SESSIONS:

October 14, 2023: Moving Forward- GME Program Director and Faculty Workshop. In Person CME four-hour session held at Gordon Center for Research in Medical Education

OBJECTIVES:
- Describe the timeline, structure, and administrative requirements of the academic year.
- Understand the overall financing of graduate medical education.
- Utilize quality improvement techniques to develop improvement plans.
- Identify and address trainees struggling in the program.

- Design recruitment strategy to meet your program goals

Professional Development: Chief Residents May 2023

This seven-hour workshop, led by four faculty in medical education, provides the chiefs with some of the skills needed to understand and perform their responsibilities in the coming academic year. Fifty-nine chief residents attended.

New GME Events and Initiatives

Resident/Fellow Wellbeing

- Housestaff lounge – Housestaff lounge was remodeled and expanded in a collaborative effort between graduate medical education, the Committee of Interns and Residents (CIR) and Jackson leadership. The space was expanded and includes over 15 computer terminals, quiet rooms, lactation room, lounge, and refreshment area. The grand opening was January 11, 2023, and was attended by our various partners and trainees.

- "Thank a Resident Day" February 24, 2023. Graduate medical education collaborated with JHS communications, marketing, and our partner health systems, UHealth and the Veterans Administration, in this event to recognize the residents and fellows and show our appreciation for their hard work and dedication to the community.

- Celebration - 100 Years of GME at Jackson Health System (August 29)

- Celebration - GME Professionals Day (August 18)

Graduate Data

One hundred ninety-seven (197) resident graduates and one hundred fifty-one (151) fellow graduates responded in 2023 to the institutional survey. Fifty percent (50%) of our graduating residents and eleven percent (11%) of our fellows pursued additional subspecialty training. Thirty-one percent (31%) of responding residents and eighteen percent (18%) of fellows remained in our local community (University of Miami, Jackson Health, or VAMC) after graduation for either practice or subspecialty training. An additional twenty-three percent (23%) of graduating residents and twenty-six percent (26%) of graduating fellows who responded will remain in the state of Florida for the next steps in their career.

Board Pass Rate

Board pass rates for first time takers remains high for all core programs and most fellowships. Citations for board pass rate noted for Pediatric Pathology; Pediatric Hematology/Oncology; Neurosurgery Oral Boards; these are being addressed. Resolved citations related to boards for sleep medicine and colorectal surgery.

Resident scholarly activity overall good and at 100% for most core programs. RSAP program and other similar departmental programs continue to support both resident and faculty research. Timely access to data remains challenging and is being addressed.

SWOT ANALYSIS 2022.2023

Strengths:

- Strong collaboration between Jackson Health System leadership, graduate medical education, Miller School of Medicine
- Diversity of experiences across multiple health systems
- Strong relationship with all participating sites
- Engaged GMEC Committee, residents, and fellows.
- Engaged hospital administrators, quality improvement and patient safety experts in resident training.
- Continued focus on GME faculty development.
- Diversity in residency and fellowship
- CIR engagement with GME leadership and support for recruitment events (ex. LMSA, SNMA)

Weaknesses/Areas for improvement

- Difficulty addressing service vs. education issues in real time as they are reported to the GMEC
- Volume growth at UM and Jackson Health System outpacing the clinical support (for coordination of care) and outpacing the GME physician presence.
- GME rest, work, and teaching space remains ongoing challenge.
- Providing data to our residents for quality improvement projects and research remains challenging and can result in citations if not addressed.
- Limited effective communication systems and tools amongst providers in clinical setting
- Limited communication with architects and planners for consideration of GME needs.
- Communication of support systems between institutions is a barrier to efficiency and satisfaction in trainees and programs (ex. UM email access, global email addresses)
- Resident/Faculty survey areas indicate opportunities in the following: Balance of workload vs. education.

Opportunities:

- Engagement with system planners and architects in development of needed GME space
- Expanded learning opportunities in Jackson West, Jackson North, Jackson South and UM expansion to new sites.
- New state funding to support GME (Slots for Docs)
- Increasing alignment of patient safety and quality improvement initiatives with institutional goals
- Potential for recruitment of graduating trainees (particularly URiM) into our healthcare system.
- UM Nursing Simulation Hospital, Gordon Center, UM/JMH Patient Safety Center and the Standardized Patient Program offers opportunities for team-based education and communication skill development.

- Increased focus on informatics and innovation –opportunity for collaboration with UM and VAMC
- Office of Diversity Equity and Inclusion – programming request opportunities and support for recruitment and education
- Potential for incorporation of trainees into standing committees and J35: Jackson Reimagined initiative

Threats:

- Conflicting state vs national public health policies
- Added requirements from ACGME for additional necessary program leadership support including program director, program coordinator, core faculty in an already challenging financial environment.
- Affiliate institution with partnerships with other local GME programs may affect our UM/Jackson GME programs.
- Increased learner presence (UME and GME) contributing to additional pressures for space for education.
- Marked increase in cost-of-living affecting recruitment and retention post-graduation into our systems.
- GME financing from CMS and the State of Florida does not cover the increasing costs of GME
- VA funding has changes affecting support to GME Sponsoring Institution
- Other local and state GME program development threatening the ability to retain well-trained program directors and program coordinators.
- Salary benchmarks for program administration/coordinators below local market contributes to loss of coordinators
- Increased ACGME and regulatory requirements for our GME office, program directors, residents, fellows and faculty, leaving less time for educational development.
- National evidence of burnout of faculty, residents, and staff
- Limited educational space

GOALS for 2022-2023- Update

Monitoring: *Progress monitored by DIO and Director of GME and reported to GMEC semiannually in January 2023 and June 2023*

Area to be addressed	**Action plan/Progress**	**Monitoring procedure**
Diversity		
Continue assessment and review of Diversity	Review of match demographics and outcomes. Review retention demographics *completed*	DIO to provide update annually in GMEC regarding match demographics and retention review. Presented GMEC 10.22 demographics and retention data for previous year.
Education: Resident and Faculty Development		
Annual review of education requirements	Provide annual education on Residents and Teachers *Completed* Provide education on: how to recognize the symptoms of and when to seek care regarding: Substance use disorder, fatigue and sleep deprivation, Depression (assess Society for sleep medicine vs internal module) *completed Education of residents and faculty: recognizing symptoms of substance use disorder, fatigue and sleep deprivation, Depression*- Developed weLearn modules and updated faculty website. Sent to incoming and returning trainees	Outcome **weLearn** – all incoming residents completed modules. Sent to returning residents – due November 2023 **ACGME annual survey response** ACGME 2023 resident survey received education on: 88%-89% Fatigue, depression, burnout, and SUD 86% Monitoring – ACGME survey response for faculty and trainees. Progress: Modules sent to new hires 3/2023 and added to annuals. Faculty received link to attest to viewing the Modules. Faculty Affairs website updated with related content

Continue collaboration with Faculty affairs regarding faculty developments	Complete needs assessment; offer CME; workshop planning. *completed* Moodle platform *(not completed – platform revised)*	Semiannual report of workshops provided in GMEC Report 2023 **Wellness** • Faculty and Staff Assistance Program • Introduction: Reducing Risks Associated with Long Work Hours • AASM Sleep Education Repository • Sleep and Wellness • The Impact of Insufficient Sleep • Understanding Fatigue: Resident/Faculty • Managing Fatigue: Resident/Faculty • Managing shift work: Resident Faculty • Faculty & Staff Assistance Program ACGME survey response annual review of faculty development for AIR. Progress: Chief resident workshop 6/23. 2023 survey - Faculty satisfaction with prof development and education 96% GME PD/Faculty Development Workshop 10.2023
<u>Safety/Quality</u>		
Participation in Patient safety analysis and disclosure of adverse event	Annual mock RCA- *completed June 2023* Collaboration with Jackson and UM risk to encourage participation and communication regarding cases. Assess program specific education and simulation.	Monitor annual participation in RCA workshop: outcome- over 200 incoming interns participated in mock RCA Review annual ACGME and institutional survey • 96% received education on how to disclose an adverse event in their residency/fellowship (increased from 72% in 2019.2020 and 92% in 2021.2022) • 64% participated in a real or simulated disclosure of an event (increase from 59%*)* • 65% participated in an adverse event analysis (increase from 62%). Review GMEC annual report from Safety- *March 15, 2023*
Enhance engagement in PS/Quality improvement	Patient safety event reporting. QI participation.	Annual institutional survey. 85% of trainees report they are aware of the quality initiatives in our health system. 54% report participating in

		quality improvement projects in the last academic year. Patient Safety event reporting data in GMEC *Metrics reported 10/22; 12/22; 3/23*
Limited safety event reporting		1.7% of safety event reports from trainees Institutional Survey: 92% report they know how to report a safety event in the system (increased from 83% in 2019.2020); 27% reported an event. Remained similar to previous years
<u>Wellness/Work environment</u>		
Work Hours	Action plans request by program and updates.	Report at GMEC meetings – quarterly review at minimum. *Ongoing.*
Balance Education/Patient Care	Collaboration with CIR regarding transport *ongoing*	CIR/Resident report at GMEC Monitor resident survey item annually Education compromised by non-physician obligations – 79% Vs Natl 88% Balance Service vs Education – 5% below national
	GMEC Resident/Fellow Council collaboration to address this area of concern. Working with clinic	CIR/Resident report at GMEC Monitor resident survey item annually *ongoing*
<u>Graduate information</u>		
Limited data on resident outcomes – practice and location	Explore creation of Alumni Group with HR. *in progress* Dr. Banks project to assess outcomes data on graduates *not completed – graduate contact*	Report annual graduation information on institutional survey- Collected data via annual institutional survey. Reported in AIR 2022 - Presented to GMEC 10.2022

	information data capture not reliable	
<u>GME Oversight/Support</u>		
NST programs for J-1 - new requirements	Create process for review, approval, an oversight of programs Complete application. *Completed*	Policy/process document development. *Completed and approved by GMEC* Review of NST programs by GMEC – approval and report in minutes *Completed. Minutes GMEC 12/2022.* *NST recognition received 1/2023*
GME Policy Manual	Review and update GME policies Supervision policy	• Present policies to GMEC for approval. *Reviewed/Approved Policies* • *International Rotation* • *Special Review Protocol* • *Nonstandard Training (NST) Oversight Policy and Procedure* • *Supervision Policy* • *Disaster Policy*
Program leadership support	Collaboration with institutions for added support for leadership	DIO review of requirements and monitor support provided. *Completed. Added support negotiated by DIO with sponsor and participating sites to meet requirements*

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GOALS for 2023-2024

Monitoring: *Progress monitored by DIO and Director of GME and reported to GMEC semiannually.*

Area to be addressed	**Action plan/Progress**	**Monitoring procedure**
Diversity		
Continue assessment and review of Diversity	Review of match demographics and outcomes. Review retention demographics	Provide update annually in GMEC regarding match demographics and retention review.
Education: Resident and Faculty Development		
Annual review of education requirements	Review annual mandatories – assess for redundancy and completion Assess effectiveness of annual mandatories - Fatigue, depression, burnout, and SUD Education on Health Care Disparities.	WeLearn Completion ACGME annual survey response Fatigue, depression, burnout, and SUD Education on HC disparities
Continue collaboration with Faculty affairs regarding faculty developments	Semiannual/quarterly faculty development	GMEC report on faculty development. ACGME survey response
Safety/Quality		
Participation in Patient safety analysis and disclosure of adverse event	Collaboration with JHS and UM risk to encourage participation and communication regarding cases. Assess program specific education and simulation.	Monitor annual participation in RCA Review annual ACGME and institutional survey

Enhance engagement in PS/Quality improvement	Patient safety event reporting. QI participation.	Annual institutional survey. Patient Safety event reporting data in GMEC
Limited safety event reporting	Work with safety and programs on reporting	% safety event reports from trainees Institutional Survey
Wellness/Work environment		
Work Hours	Action plans request by program and updates.	Report at GMEC meetings – quarterly review at minimum.
Balance Education/Patient Care and Education compromised by non-physician obligations –	Collaboration with CIR regarding transport Work with Jackson leadership on assessment of support and workforce	CIR/Resident report at GMEC ACGME survey
	GMEC Resident/Fellow Council collaboration to address this area of concern. Working with clinic	CIR/Resident report at GMEC ACGME survey
GME Space Limited	Review of GME Education and rest space – needs assessment/survey	Survey completion/ results
Graduate information		
Limited data on resident outcomes – practice and location	Explore creation of Alumni Group with HR. Revise method for collecting graduate data for future follow up	Report annual graduation information on institutional survey
GME Oversight/Support		
NST programs for J-1 - new requirements	Review and assess process for review, approval, an oversight of programs	Completion rate report to GMEC.

	Monitor evaluations of trainees/final evaluations	
GME Policy Manual	Review and update GME policies	Present policies to GMEC for approval.
Program leadership support	Collaboration with institutions for added support for leadership	Compliance with requirements.
Redundancy in ADS/APE content and process	Review and revise process to decrease redundancy	APE Template follow-up

Submitted by:

Yvonne Diaz, MD
Chair, GMEC and
Designated Institutional Official

APPENDIX 1A: Accreditation Status by Program 10.3.2023

program id number	specialty name	program position total approved*	total filled*	number of core faculty	accreditation status
0401121036	Anesthesiology	124	111	70	Continued Accreditation
0411113047	Adult cardiothoracic anesthesiology (AN)	3	4	4	Continued Accreditation
0451121004	Critical care medicine (AN)	4	3	8	Continued Accreditation
0431104001	Obstetric anesthesiology (AN)	1	1	3	Continued Accreditation
5301104003	Pain medicine	4	3	4	Continued Accreditation
0421131007	Pediatric anesthesiology (AN)	2	2	3	Continued Accreditation
0601113049	Colon and rectal surgery	1	1	5	Continued Accreditation
0801121026	Dermatology	23	23	22	Continued Accreditation
1001100094	Dermatopathology (D and PTH)	2	0		Continued Accreditation
0811108003	Micrographic surgery and dermatologic oncology (D)	1	1	2	Initial Accreditation
1101100193	Emergency medicine	45	43	20	Continued Accreditation
1201121087	Family medicine	24	23	7	Continued Accreditation
5401112119	Hospice and palliative medicine	5	5	6	Continued Accreditation
1271112138	Sports medicine (FP)	1	1	2	Continued Accreditation
1401121100	Internal medicine	138	125	23	Continued Accreditation
1591114027	Advanced heart failure and transplant cardiology (IM)	2	0		Continued Accreditation
1411121212	Cardiovascular disease (IM)	23	22	18	Continued Accreditation
1541121014	Clinical cardiac electrophysiology (IM)	3	3	3	Continued Accreditation
1431121141	Endocrinology, diabetes, and metabolism (IM)	8	7	4	Continued Accreditation
1441121176	Gastroenterology (IM)	18	17	12	Continued Accreditation
1511121010	Geriatric medicine (IM)	10	6	10	Continued Accreditation
1551121012	Hematology and medical oncology (IM)	19	15	14	Continued Accreditation

1461121165	Infectious disease (IM)	12	5	12	Continued Accreditation
1521121008	Interventional cardiology (IM)	3	3	7	Continued Accreditation
1481121151	Nephrology (IM)	10	10	12	Continued Accreditation
1561131015	Pulmonary disease and critical care medicine (IM)	25	25	24	Continued Accreditation
1501121125	Rheumatology (IM)	4	4	3	Continued Accreditation
5201118112	Sleep medicine	4	3	4	Continued Accreditation
1581114050	Transplant hepatology (IM)	2	1	8	Continued Accreditation
1301121049	Medical genetics and genomics	3	2	4	Continued Accreditation
1311113001	Medical biochemical genetics	1	0	3	Continued Accreditation
1601121019	Neurological surgery	21	21	5	Continued Accreditation
1801121026	Neurology	45	43	45	Continued Accreditation
1871121121	Clinical neurophysiology (N)	2	2	5	Continued Accreditation
1841118001	Epilepsy (N)	2	2	5	Continued Accreditation
5501118002	Neurocritical care (multidisciplinary)	5	5	4	Initial Accreditation
1831112021	Neuromuscular medicine (N)	2	1	5	Continued Accreditation
1881131029	Vascular neurology (N)	4	4	5	Continued Accreditation
2001121087	Nuclear medicine	4	3	6	Continued Accreditation
2201121070	Obstetrics and gynecology	36	32	10	Continued Accreditation
2251122001	Gynecologic oncology (OB)	3	3	3	Continued Accreditation
2301122003	Maternal-fetal medicine	6	6	6	Continued Accreditation without Outcomes
2351122002	Reproductive endocrinology and infertility	3	1	8	Initial Accreditation
2401111043	Ophthalmology	21	21	35	Continued Accreditation
2601121076	Orthopaedic surgery	35	35	30	Continued Accreditation
2611126040	Adult reconstructive orthopaedics (ORS)	1	1	3	Initial Accreditation

2631121013	Hand surgery (ORS)	2	2	4	Continued Accreditation
2701122016	Musculoskeletal oncology (ORS)	2	2	3	Continued Accreditation
2681121140	Orthopaedic sports medicine (ORS)	1	1	2	Continued Accreditation
2671121004	Orthopaedic surgery of the spine (ORS)	1	1	3	Continued Accreditation
2691112016	Orthopaedic trauma (ORS)	1	1	4	Continued Accreditation
2801121029	Otolaryngology - Head and Neck Surgery	20	20	27	Continued Accreditation
2861113009	Neurotology (OTO)	2	2	4	Continued Accreditation
3001121075	Pathology-anatomic and clinical	22	17	31	Continued Accreditation
3051121089	Blood banking/transfusion medicine (PTH)	1	1	1	Continued Accreditation
3071121024	Cytopathology (PTH)	2	2	6	Continued Accreditation
3111131083	Hematopathology (PTH)	2	2	6	Continued Accreditation
3151130001	Neuropathology (PTH)	2	0	1	Initial Accreditation
3161121026	Pediatric pathology (PTH)	1	1	1	Continued Accreditation
3011130099	Selective pathology (PTH)	1	1	2	Continued Accreditation
3011130100	Selective pathology (PTH)	1	1	2	Continued Accreditation
3011100089	Selective pathology (PTH)	3	5	7	Continued Accreditation
3011130097	Selective pathology (PTH)	2	2	3	Continued Accreditation
3201111056	Pediatrics	72	66	22	Continued Accreditation
3291121017	Neonatal-perinatal medicine (PD)	10	11	15	Continued Accreditation
3251121009	Pediatric cardiology (PD)	6	6	8	Continued Accreditation
3231121012	Pediatric critical care medicine (PD)	8	8	8	Continued Accreditation
3261121067	Pediatric endocrinology (PD)	3	4	4	Continued Accreditation
3321121067	Pediatric gastroenterology (PD)	3	3	4	Continued Accreditation
3271113089	Pediatric hematology/oncology (PD)	3	3	9	Continued Accreditation
3351131064	Pediatric infectious diseases (PD)	3	3	4	Continued Accreditation

3281121032	Pediatric nephrology (PD)	3	3	6	Continued Accreditation
3301121054	Pediatric pulmonology (PD)	3	3	2	Continued Accreditation
3401121107	Physical medicine and rehabilitation	24	24	26	Continued Accreditation
3471134001	Brain injury medicine (PM&R)	1	0	4	Continued Accreditation
3451121018	Spinal cord injury medicine (PM&R)	2	0	6	Continued Accreditation
3601121022	Plastic surgery	6	5	10	Continued Accreditation
3621100159	Plastic Surgery - Integrated	12	11	11	Continued Accreditation without Outcomes
3631121030	Hand surgery (PS)	2	2	3	Continued Accreditation
4001121051	Psychiatry	56	51	29	Continued Accreditation
4011121029	Addiction psychiatry (P)	3	1	4	Continued Accreditation
4051121027	Child and adolescent psychiatry (P)	10	9	4	Continued Accreditation
4061112052	Forensic psychiatry (P)	2	2	4	Continued Accreditation
4071121004	Geriatric psychiatry (P)	5	1	2	Continued Accreditation
4091113039	Consultation-liaison psychiatry (P)	3	1	7	Continued Accreditation
4301121023	Radiation oncology	12	10	16	Continued Accreditation
4201121049	Radiology-diagnostic	44	41	32	Continued Accreditation
4231121076	Neuroradiology (DR)	6	6	8	Continued Accreditation
4151100001	Interventional radiology - independent	4	4	13	Continued Accreditation
4161100004	Interventional radiology - integrated	15	15	34	Initial Accreditation with Warning
4401121074	Surgery	56	57	47	Continued Accreditation
4461144003	Complex general surgical oncology (GS)	4	2	11	Continued Accreditation
4421121004	Surgical critical care (GS)	7	7	18	Continued Accreditation
4501112124	Vascular surgery - independent (GS)	4	1	7	Continued Accreditation

4511100032	Vascular surgery - integrated	5	2	7	Continued Accreditation without Outcomes
4601121021	Thoracic surgery	4	3	8	Continued Accreditation
4801121036	Urology	20	15	19	Continued Accreditation
4861148001	Female pelvic medicine and reconstructive surgery (U)	2	0	3	Initial Accreditation
7001114086	Internal medicine/Pediatrics	20	20	12	Continued Accreditation

APPENDIX 1B: Program Citation Summary 10.2023

program id number	specialty name	Citations
0601113049	Colon and rectal surgery	1
1301121049	Medical genetics and genomics	3
1601121019	Neurological surgery	2
1801121026	Neurology	2
2001121087	Nuclear medicine	1
2301122003	Maternal-fetal medicine	2
2401111043	Ophthalmology	2
2601121076	Orthopaedic surgery	2
2611126040	Adult reconstructive orthopaedics (ORS)	3
2861113009	Neurotology (OTO)	1
3161121026	Pediatric pathology (PTH)	1
3601121022	Plastic surgery	2
4151100001	Interventional radiology - independent	3
4161100004	Interventional radiology - integrated	9
4401121074	Surgery	3

ACGME Download 10.3.2023

1. Institutional Support		
A.	A. Sponsoring institution	MG
	G. On-call rooms	MG
3. Prog Pers & Resources		
	B. Responsibilities of Program Director	OAR IRI
	D. Responsibilities of Faculty	MFM, NO, IRI
	E. Other Personel	CRS
	F. Resources	N
4. Education Program		
	E. Education Program-Didactics	PS
	G. Procedural Experience	NM, OPH , IRI
	H. Service to Education Imbalance	GS, MFM, PS
	I. Scholarly Activity	IRI
	J. Supervision	OAR
	K.1. 80 Hours per week	GS, N, OPH
	K.8. Oversight.	NS
5. Evaluation		
	A. Evaluation of Residents/Fellows	GS,PS, IR, IRI
	B. Evaluation of Faculty	OAR
	D. Performance on Board Exams	MG, NS, PHO, PP

Agenda Item 7.a
Joint Conference and Efficiencies Committee
November 29, 2023

RESOLUTION NO. PHT 11/2023 -

RESOLUTION APPROVING THE MEDICAL STAFF AND HEALTH PROFESSIONAL AFFILIATE STAFF MEMBERSHIP AND CLINICAL PRIVILEGES; APPROVING INITIAL APPOINTMENTS, REAPPOINTMENTS AND CLINICAL PRIVILEGES AND ACTIVITIES; APPROVING MODIFICATIONS TO MEDICAL STAFF MEMBERSHIP CATEGORY AND CLINICAL PRIVILEGES; ACCEPTING RESIGNATIONS AND LEAVES OF ABSENCE – NOVEMBER 2023

Chris A. Ghaemmaghami, MD, Executive Vice President, Chief Physician Executive and Chief Clinical Officer, Jackson Health System

WHEREAS, the Public Health Trust Board of Trustees is charged with considering and acting upon applications for medical staff membership and clinical privileges pursuant to Section 25A-4(f) of the Miami-Dade County Code as well as state and federal law and regulations; and

WHEREAS, the Public Health Trust Board of Trustees is charged with considering and acting upon applications for health professional affiliate staff membership and clinical privileges, protocols and/or scope of service pursuant to state and federal laws and regulations; and

WHEREAS, all applications for initial appointment and reappointment to the medical staff and health professional affiliate staff, modifications of medical staff membership, requests for and modifications to clinical privileges/admitting priorities/protocols/scopes of service, resignations and leaves of absence have been thoroughly reviewed by the Public Health Trust's Corporate Credentialing Office, the appropriate Chief of Service, Associate Chief of Service or designee, the Credentials Committee, the Medical Executive Committee and, where appropriate the Office of Risk Management; and

WHEREAS, the Credentials Committee provided its recommendation to the Medical Executive Committee; and

WHEREAS, the Medical Executive Committee provided its recommendations to the Public Health Trust Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, hereby approves the initial appointments and reappointments to the medical staff and health professional affiliate staff and grants clinical privileges, admitting priorities, protocols and scopes of service as detailed in the attachment; approves the modifications to the medical staff membership category and modifications to clinical privileges, admitting priorities, protocols and scopes of service as detailed in the attachment; and finally, the Public Health Trust Board of Trustees accepts the resignations and leaves of absence from the medical staff and health professional affiliate staff as detailed in the attachment.

Jackson Health System
BOARD OF TRUSTEES COMMITTEE
November 29, 2023

	Medical Staff	Allied Health Professionals
Initial Applicant(s)	***29***	***15***
(6) – Community Physician(s)		
(23) – Academic Physician(s)		
(8) – Trained at Jackson *(Internship, Residency and/or Fellowship)*		
Reappointments	***60***	***32***
Reappointment(s) Reinstatements	0	0
Termination(s)	0	0
Notification of Site(s) of Practice:		
a. Correction of Clinical Privileges	0	0
b. Request for Additional Privileges	***1***	0
c. Change of Membership Category	***1***	0
d. Additional/Change Sponsor	0	***2***
e. Additional Service/Facility	0	0
f. Request for Change of Service/Clinical Privileges	0	0
g. Delete Sponsor/Privileges	0	0
h. Denial of Clinical Privileges – Modified	0	0
i. Ceasing Clinical Privileges/Facility	0	0
j. Request for reduction of clinical privileges	0	0
k. Deceased	0	0
l. Request for Leave of Absence	0	0
Resignation(s)	***23***	***9***
Voluntary Withdrawal and Voluntary Relinquishment of Membership and Privileges:		
a. Incomplete Reappointment(s) File	0	0
b. Reappointment Application Not Returned	***5***	0
c. Lack of Utilization	***1***	0
d. Does not use facility and geographically inconvenient	0	0

**************************************CONFIDENTIALITY STATEMENT**************************************

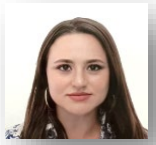
REMINDER : In order to preserve the statutory protection against discovery, all committee members must maintain the confidentiality of the subject matter of this meeting.

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Ana Acosta, MD** **MD:** University of Miami Miller School of Medicine 05/07/2016 **Residency:** Brigham and Women's Hospital Harvard Medical School Anesthesiology 06/20/2016 - 06/30/2020 **Fellowship:** Massachusetts General Hospital Harvard Medical School Adult Cardiothoracic Anesthesiology 07/13/2020 - 07/12/2021	Anesthesiology Active (UMMG) **Privileges Requested:** Anesthesiology & Adult Cardiothoracic Anesthesiology	AB of Anesthesiology *MOC* Adult Cardiac Anesthesiology **Not Board Certified** ***PTW 2030***	3-all positive	1-positive	

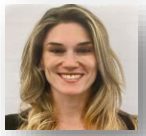
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Susana Agudelo Uribe, MD** **MD:** State University of New York Upstate Medical University 05/22/2016 **Internship:** National Capital Consortium Pediatrics 07/01/2016 - 06/30/2017 **Residency:** National Capital Consortium Pediatrics 07/01/2019 - 06/30/2021	Pediatrics Active (UMMG) **Privileges Requested:** Pediatrics	AB of Pediatrics *MOC*	3-all positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Pedro M. Alvarez Soto, MD** **MD:** University of Illinois College of Medicine 05/08/2016 **Residency:** Los Angeles County-Harbor UCLA Medical Center Obstetrics & Gynecology 06/24/2016 - 06/30/2020 **Fellowship:** Yale-New Haven Hospital Female Pelvic Medicine and Reconstructive Surgery 07/01/2020 - 06/30/2023	Obstetrics & Gynecology Female Pelvic Medicine & Reconstructive Surgery Active (UMMG) **Privileges Requested:** Obstetrics & Gynecology Pelvic Medicine & Reconstructive Surgery	AB of Obstetrics & Gynecology *MOC* Female Pelvic Medicine & Reconstructive Surgery **Not Board Certified** ***PTW 2030***	3-all positive	2-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Jennifer L. Berkowitz, MD** **MD:** Yeshiva University Albert Einstein College of Medicine 06/10/2010 **Internship:** Lenox Hill Hospital Internal Medicine 07/01/2010 - 06/30/2011 **Residency:** North Shore-Long Island Jewish Health System Diagnostic Radiology 07/01/2011 - 06/30/2015 **Fellowship:** Hospital for Special Surgery New York-Presbyterian Hospital Weill Cornell Medical College Musculoskeletal Radiology 07/01/2015 - 06/30/2016	Radiology Diagnostic Radiology Active (UMMG) **Privileges Requested:** Radiology	AB of Radiology *MOC*	3-all positive	1-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Daniel H. Buitrago Cabrera, MD** **MD:** Universidad del Rosario - Colombia 12/15/2005 **ECFMG:** 10/21/2008 **Internship:** New York Presbyterian Hospital - Weill Cornell Medical Center General Surgery 06/16/2011 - 06/15/2012 **Residency:** Beth Israel Deaconess Medical Center General Surgery 06/24/2014 - 06/23/2020 **Fellowship:** Jackson Memorial Hospital Cardiothoracic Surgery 08/01/2020 - 07/31/2022 Jackson Memorial Hospital Cardiothoracic Organ Transplant Surgery 09/12/2022 - 09/11/2023	Surgery Thoracic Surgery Active (UMMG) **Privileges Requested:** Thoracic Surgery	**Not Board Certified** ***PTW 2030***	3-all positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Daniel Calva-Cerqueira, MD** **MD:** University of Iowa College of Medicine 05/13/2005 **Residency:** University of Iowa Hospitals & Clinics General Surgery 07/01/2005 - 06/30/2012 **Fellowship:** Johns Hopkins University School of Medicine Plastic Surgery 07/01/2012 - 06/30/2015	Surgery Plastic Surgery Active (Community Provider) **Privileges Requested:** Plastic Surgery	AB of Plastic Surgery *MOC* AB of Surgery *12/2025*	3-all positive	3-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Ayse A. Canturk, MD** **MD:** Kocaeli Universitesi TIP Fakultesi - Turkey 09/12/2015 **ECFMG:** 07/28/2017 **Residency:** The Carney Hospital Internal Medicine 06/25/2018 - 06/24/2021 **Fellowship:** Jackson Memorial Hospital Endocrinology, Diabetes, and Metabolism 07/01/2021 - 06/30/2023	Medicine Endocrinology Diabetes & Metabolism Active (UMMG) **Privileges Requested:** Endocrinology, Diabetes, and Metabolism	AB of Internal Medicine *MOC* Endocrinology, Diabetes, and Metabolism **Not Board Certified** ***PTW 2030***	3-all positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Jasleen Chopra, MD** **MD:** Medical College of Wisconsin 05/18/2012 **Internship:** Harbor Hospital Center Transitional Year 07/01/2012 - 06/30/2013 **Residency:** University of Maryland Diagnostic Radiology 07/01/2013 - 06/30/2017 **Fellowship:** MedStar Georgetown University Hospital Breast Imaging 07/01/2017 - 06/30/2018	Radiology Active (UMMG) **Privileges Requested:** Diagnostic Radiology	AB of Radiology *MOC*	3-all positive	1-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Saladin A. Cooper, MD** **MD:** Drexel University College of Medicine 05/31/1996 **Residency:** University of Kansas Obstetrics and Gynecology 06/17/1996 - 06/30/2000	Obstetrics Gynecology Active (UMMG) **Privileges Requested:** Obstetrics and Gynecology	AB of Obstetrics & Gynecology *MOC*	3-all positive	2-positive	

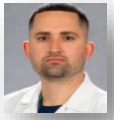
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Raul A. Cortes, MD** **MD:** Emory University School of Medicine 05/15/2000 **Residencies:** University of Michigan Health System General Surgery 06/24/2000 - 06/30/2009 Brigham and Women's Hospital Plastic Surgery 07/01/2009 - 06/30/2012 **Fellowship:** Harbour UCLA Medical Center Orthopaedic Surgery Hand and Microsurgery 08/01/2012 - 07/31/2013	Surgery Plastic Surgery Active (Community Provider) **Privileges Requested:** Plastic Surgery	AB of Plastic Surgery *MOC* Surgery of the Hand *MOC* AB of Surgery *MOC*	3-all positive	7-positive	

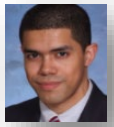
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Ana De Diego, MD** **MD:** El Rector de la Universidad Francisco de Vitoria - Spain 06/18/2018 **ECFMG:** 03/26/2020 **Residency:** University of Miami Miller School of Medicine Internal Medicine 07/01/2020 - 06/30/2023	Medicine Internal Medicine Active (UMMG) **Privileges Requested:** Internal Medicine	**Not Board Certified** ***PTW 2030***	3-all positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Miguel Escanelle, MD** **MD:** University of Miami Miller School of Medicine 05/11/2019 **Residency:** Jackson Memorial Hospital Anesthesiology 06/24/2019 - 06/30/2023 **Fellowship:** Jackson Memorial Hospital Cardiovasc/Thoracic Anesthesiology 07/01/2023 - 06/30/2024	Anesthesiology Active (UMMG) Fellow **Privileges Requested:** Anesthesiology	Not Board Certified *PTW 2030*	3-all positive	1-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Oscar D. Flores Medrano, MD** **MD:** Columbia University College of Physicians & Surgeons 05/14/2014 **Internship:** Albert Einstein Medical Center Internal Medicine 07/01/2014 - 06/30/2015 **Residency:** Albert Einstein Medical Center Diagnostic Radiology 07/01/2015 - 06/30/2019 **Fellowship:** New York- Presbyterian Hospital Neuroradiology 07/01/2019 - 06/30/2020	Radiology Diagnostic Radiology Active (UMMG) **Privileges Requested:** Radiology	AB of Radiology *MOC* Neuroradiology *MOC*	3-all positive	3 positive	

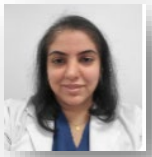
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Erik J. Geiger, MD** **MD:** Yale University School of Medicine 05/15/2015 **Residency:** University of California (San Francisco) Health System Orthopaedic Surgery 06/21/2015 - 06/30/2020 **Fellowships:** UCLA & OH School of Medicine Orthopaedic Oncology 08/01/2020 - 07/31/2021 New York-Presbyterian Hospital Limb Lenghtening and Complex Reconstruction 08/01/2021 - 07/31/2022	Orthopaedics Active (UMMG) **Privileges Requested:** Orthopaedic Surgery	**Not Board Certified** ***PTW 2025***	3-all positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Laura A. Horodyski, MD** **MD:** University of Cincinnati College of Medicine 06/02/2017 **Residency:** Jackson Memorial Hospital Urology 07/01/2017 - 06/30/2022 **Fellowship:** Temple University Hospital Traumatic and Reconstructive Urology 08/01/2022 - 07/31/2023	Urology Active (UMMG) **Privileges Requested:** Urology	**Not Board Certified** ***PTW 2028***	3-all positive	1-positive	

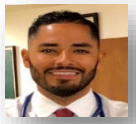
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Shaila B. Kirpalani, MD** **MD:** University of South Florida College of Medicine 05/02/2008 **Residency:** University of Florida College of Medicine - Jacksonville Emergency Medicine 07/01/2008 - 06/30/2011	Ambulatory Services Urgent Care Center Active (PHT) **Privileges Requested:** Urgent Care	AB of Emergency Medicine *MOC*	3-all positive	1 positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Atilano G. Lacson, MD** **MD:** University of the Philippines Manila College of Medicine - Philippines 04/14/1972 **ECFMG:** 01/24/1973 **Residency:** Veterans Administration Pathology 07/01/1975 - 06/30/1979 Childrens's Hospital Medical Center Pathology (Neuropathology) 07/01/1979 - 06/30/1981	Pathology Active (UMMG) **Privileges Requested:** Anatomic Pathology & Neuropathology	AB of Pathology Anatomic Pathology & Clinical Pathology *MOC* Neuropathology MOC Pediatric Pathology *MOC*	3-all positive	2-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Bryan Leyva, MD** **MD:** Brown University School of Medicine 05/27/2018 **Residency:** University of Minnesota School of Medicine Internal Medicine/Pediatrics 06/11/2018 - 06/30/2022	Pediatrics Medicine Internal Medicine Active (UMMG) **Privileges Requested:** Pediatrics Internal Medicine	**Not Board Certified** ***PTW 2030***	3-all positive	1-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Hari R. Mallidi, MD** **MD:** University of Toronto Faculty of Medicine 06/20/1997 **Residency:** University of Toronto Cardiac Surgery 07/01/1997 - 06/30/2005	Cardiac Surgery Active (UMMG) **Privileges Requested:** Cardiac Surgery	Not Board Certified *CC*	3-all positive	1-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Yilda L. Mayo, MD** **MD:** Ponce School of Medicine 05/31/2008 **Residency:** University of Medicine and Dentistry of New Jersey New Jersey Medical School Pediatrics 07/01/2008 - 06/30/2011	Pediatrics Active (Community Provider) **Privileges Requested:** Pediatrics	AB of Pediatrics *MOC*	3-positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Colin A. McNamara, MD** **MD:** Florida Atlantic University College of Medicine 04/28/2017 **Residency:** Jackson Memorial Hospital Orthopaedic Surgery 06/24/2017 - 06/30/2022 **Fellowship:** Houston Methodist Hospital Adult Reconstructive Orthopaedic Surgery 08/01/2022 - 07/31/2023	Orthopaedics Active (UMMG) **Privileges Requested:** Orthopaedics	Not Board Certified *PTW 2028*	3-all positive	1-positive	

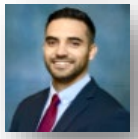
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Shefali M. Mehta, MD** **MD:** St. George's University School of Medicine - Grenada 05/12/2017 **ECFMG:** 05/22/2017 **Residency:** Rush University Medical Center Anesthesiology 07/01/2017 - 06/30/2021 **Fellowship:** Cincinnati Children's Hospital Center Pediatric Anesthesiology 08/16/2021 - 08/15/2022	Anesthesiology Pediatric Anesthesiology Active (UMMG) **Privileges Requested:** Anesthesiology & Pediatric Anesthesiology	AB of Anesthesiology *MOC* Pediatric Anesthesiology ***Not Board Certified*** ***PTW 2029***	3-all positive	10-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Hans C. Rutzen Lopez, MD** **MD:** New York University School of Medicine 05/20/2009 **Residency:** Beth Israel Deaconess Medical Center Harvard Medical School Internal Medicine 06/23/2009 - 06/30/2012 **Fellowship:** Boston University Medical Center Cardiovascular Disease 07/01/2012 - 06/30/2015 Boston University Medical Center Clinical Cardiac Electrophysiology 07/01/2015 - 06/30/2016	Medicine Cardiac Electrophysiology Active (Community Provider) **Privileges Requested:** Cardiovascular Disease & Clinical Cardiac Electrophysiology	AB of Internal Medicine Cardiovascular Disease 04/2024 Clinical Cardiac Electrophysiology 04/2024	3-all positive	5 positive	

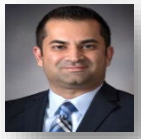
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Rafael A. Sanchez, MD** **MD:** Georgetown University School of Medicine 05/21/2017 **Residency:** Jackson Memorial Hospital Orthopaedic Surgery 06/24/2017 - 06/23/2022 **Fellowship:** Plancher Orthopaedics & Sports Medicine Sports Medicine 08/01/2022 - 07/31/2023	Orthopaedics Active (Community Provider) **Privileges Requested:** Orthopaedic Surgery & Sports Medicine	Orthopaedic Surgery **Not Board Certified** ***PTW 2027*** Sports Medicine **Not Board Certified** ***PTW 2030***	3-all positive	None	

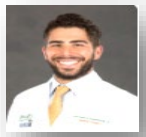
JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Colby L. Skinner, MD** **MD:** University of Central Florida College of Medicine 05/17/2019 **Residency:** University of Florida College of Medicine and Affiliated Hospitals Anesthesiology 07/01/2019 - 06/30/2023 **Fellowship:** Jackson Memorial Hospital Pain Medicine 08/15/2023 - 06/24/2024	Anesthesiology Active (UMMG) Fellow **Privileges Requested:** Anesthesiology	**Not Board Certified** ***PTW 2030***	3-all positive	None	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Arjun K. Srinath, MD** **MD:** State University of New York Upstate Medical University 05/21/2006 **Residency:** University of Kentucky Albert B. Chandler Medical Center University Hospital and Affiliated Hospitals Orthopaedic Surgery 07/01/2006 - 06/30/211 **Fellowship:** Mercy Medical Center Foot and Ankle Reconstruction 08/01/2011 - 07/31/2012	Orthopaedics Active (UMMG) **Privileges Requested:** Orthopaedic Surgery	AB of Orthopedic Surgery *MOC*	3-all positive	3-positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Matthew S. Sussman, MD** **MD:** Florida International University Herbert Wertheim College of Medicine 05/07/2016 **Residency:** Jackson Memorial Hospital Vascular Surgery 06/24/2016 - 06/30/2020 Jackson Memorial Hospital Vascular and Endovascular Surgery 06/24/2020 - 06/30/2023	Surgery Vascular Surgery Active (UMMG) **Privileges Requested:** Vascular Surgery	Not Board Certified *PTW 2030*	3-all positive	1 positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Gretel Terrero, MD** **MD:** Warren Alpert Medical School of Brown University 05/30/2015 **Residency:** Beth Israel Deaconess Medical Center Harvard Medical School Internal Medicine 06/23/2015 - 06/30/2018 **Fellowship:** Jackson Memorial Hospital Hematology Oncology 07/01/2018 - 06/30/2021	Medicine Medical Oncology Active (UMMG) **Privileges Requested:** Medical Oncology	AB of Internal Medicine *MOC* Hematology *MOC* Medical Oncology *MOC*	3-all positive	1 positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Medical Staff

Name Training	Department/ Specialty/ Status/ Privileges	Board Certified/ Expiration Date	References	Hospital Affiliations	Comments
 **Ron T. Varghese, MD** **MD:** University of Kerala Faculty of Medicine - India 12/31/2007 **ECFMG:** 05/07/2015 **Residency:** White River Health System Internal Medicine 07/01/2017 - 06/30/2020 **Fellowship:** National Institutes of Health National Institute of Diabetes and Digestive and Kidney Diseases Endocrinology, Diabetes, and Metabolism 07/01/2020 - 06/30/2023	Medicine Endocrinology Diabetes & Metabolism Active (UMMG) **Privileges Requested:** Endocrinology, Diabetes, and Metabolism	AB of Internal Medicine MOC Endocrinology, Diabetes, and Metabolism *MOC*	3-all positive	1 positive	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Julio C. Acosta, APRN** **Graduate Education:** Universidad Ana G. Mendez Master of Science in Nursing 08/13/2022	Medicine, Hospitalist (IM) HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Acute Care	American of Academy Nurse Practitioners ***(Family Nurse Practitioner)*** *02/2028*	3- all positive	None	**Armando N. Linares Perez, MD** *Hospitalist (IM)*	
 **Luis A. Ayub Arano, APRN** **Graduate Education:** Barry University Doctor of Nursing Practice 12/09/2022	Physical Medicine & Rehabilitation HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Acute Care (Physical Medicine and Rehab)	American of Academy Nurse Practitioners ***(Family Nurse Practitioner)*** 09/2028	3- all positive	None	**Andrew L. Sherman, MD** *Physical Medicine & Rehabilitation*	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Edric J. Caampued, PA** **Graduate Education:** Keiser University Master of Science in Physician Assistant 12/01/2021	Med, Pulmonary HP, Physician Assistant **Privileges Requested:** PA - Acute Care	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2024*	3- all positive	1-positive	**Gustavo Ferrer-Gonzalez, MD** *Pulmonary*	
 **Armando Cabrera, APRN** **Graduate Education:** Florida International University Master of Science in Nursing 12/04/1998	Med, Pulmonary HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Acute Care	American Nurses Credentialing Center ***(Acute Care Nurse Practitioner)*** *01/2028*	3- all positive	None	**Gustavo Ferrer-Gonzalez, MD** *Pulmonary*	

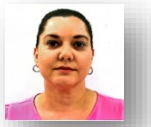
JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Lystra C. Chang, APRN** **Graduate Education:** Barry University Master of Science in Nursing 08/21/2021	Medicine Hospitalist (IM) HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Acute Care	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *03/2027*	3- all positive	None	**Frederick N. Laborde, MD** *Hospitalist (IM)*	
 **Rosemary Diaz, PAC** **Graduate Education:** Florida International University Master in Physician Assistant Studies 12/14/2019	Surgery Plastic Surgery HP, Physician Assistant **Privileges Requested:** PA - Acute Care	National Commission on Certification of Physician Assistants ***(NCCPA)*** 12/2024	3- all positive	5-positive	**Daniel Calva-Cerqueira, MD** *Plastic Surgery* **Raul A. Cortes, MD** *Plastic Surgery*	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Gabrielle C. Jones, APRN** **Graduate Education:** Florida Atlantic University Master of Science in Nursing 05/05/2023	Obstetrics Gynecology HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Acute Care - CORE - OB/GYN (Women's Health) NP - Outpatient Care	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *07/2028*	3- all positive	None	**Katrina J. Ciraldo, MD** *Obstetrics Gynecology* **Jaime L. Dickerson, MD** *Obstetrics Gynecology* **Chima O. Ndubizu, MD** *Obstetrics Gynecology*	
 **Amy Lee, PA** **Graduate Education:** Miami Dade College Bachelor of Applied Science 05/13/2022	Surgery Plastic Surgery HP, Physician Assistant **Privileges Requested:** PA - Acute Care	National Commission on Certification of Physician Assistants ***(NCCPA)*** *08/2024*	3- all positive	3-positive	**Daniel Calva-Cerqueira, MD** *Plastic Surgery* **Raul A. Cortes, MD** *Plastic Surgery*	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Maday Marin Mees, APRN** **Graduate Education:** Barry University Master of Science in Nursing 12/09/2020	Medicine, Nephrology HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Nephrology	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *03/2028* American Nurses Credentialing Center ***(Cardiac/ Vascular Nurse)*** *03/2028*	3- all positive	None	**Jose Esquenazi, MD** *Nephrology* **Carlos Granja, MD** *Nephrology*	
 **Liudmila Milanes, APRN** **Graduate Education:** Universidad Ana G. Mendez Master of Science in Nursing 08/07/2021	Physical Medicine & Rehabilitation HP, Advanced Practice Registered Nurse **Privileges Requested:** NP - Acute Care (Physical Medicine and Rehab)	American of Academy Nurse Practitioners ***(Family Nurse Practitioner)*** *12/2026*	3- all positive	1-positive	**Andrew L. Sherman, MD** *Physical Medicine & Rehabilitation*	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Farid A. Namen Pinzon, PAC** **<u>Graduate Education:</u>** Miami Dade College Bachelor of Applied Science in Physician Assistant Studies Concentration 07/29/2023	Medicine, Advanced Heart Failure and Transplant Cardiology HP, Physician Assistant **<u>Privileges Requested:</u>** PA - Acute Care	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2025*	3- all positive	None	**Anita Phancao, MD** *Advanced Heart Failure and Transplant Cardiology*	
 **Susset Pacheco, PA** **<u>Graduate Education:</u>** Miami Dade College Bachelor of Applied Science in Physician Assistant 08/22/2020	Interventional Radiology HP, Physician Assistant **<u>Privileges Requested:</u>** PA - Interventional Radiology	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2023*	3- all positive	1-positive	**Lindsay Thornton, MD** *Interventional Radiology*	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Jessie Raya, PAC** **Graduate Education:** Nova Southeastern University Master of Medical Science Physician Assistant 08/31/2022	Surgery Plastic Surgery HP, Physician Assistant **Privileges Requested:** PA - Acute Care	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2024*	3- all positive	7-positive	**Daniel Calva-Cerqueira, MD** *Plastic Surgery* **Raul A. Cortes, MD** *Plastic Surgery*	
 **Kristen M. Rothenberg, PAC** **Graduate Education:** Nova Southeastern University Master of Medical Science Physician Assistant 08/21/2015	Surgery Plastic Surgery HP, Physician Assistant **Privileges Requested:** PA - Acute Care	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2023*	3- all positive	7-positive	**Daniel Calva-Cerqueira, MD** *Plastic Surgery* **Raul A. Cortes, MD** *Plastic Surgery*	

JACKSON HEALTH SYSTEM
Initial Appointments - Allied Health Professionals

Name Training	Department/ Specialty/ Privileges	Board Certified/ Expiration	References	Hospital(s)	Sponsor(s)	Comments
 **Alejandra M. Urbano, CRNA** **<u>Graduate Education:</u>** Columbia University Master of Science in Nursing 10/15/2003 Texas Wesleyan University Doctorate of Nurse Anesthesia Practice 08/11/2012	Anesthesiology HP, Certified Registered Nurse Anesthetist **<u>Privileges Requested:</u>** CRNA	National Board of Certification & Recertification for Nurse Anesthetists ***(NBCRNA)*** *07/2025*	3- all positive	1-positive	**Keith Candiotti, MD** *Anesthesiology*	

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
58482	Psychiatry	12/31/2023	Active	AB of Psychiatry & Neurology *MOC*	
24566	Surgery, Critical Care Medicine	11/30/2023	Active	**Not Board Certified** ***CC***	
17054	Ophthalmology	11/30/2023	Active	AB of Internal Medicine *MOC* AB of Ophthalmology *MOC*	
21504	Med, Nephrology	11/30/2023	Active	AB of Internal Medicine *MOC* Nephrology *MOC*	
54166	Pediatrics	11/30/2023	Active	AB of Pediatrics *MOC* Pediatric Hospital Medicine *MOC*	
62527	Med, Cardiovascular Disease	11/30/2023	Active	Grandfathered *1998*	
81060	Med, Internal Medicine	11/30/2023	Active	AB of Internal Medicine *MOC*	
11324	Obstetrics Gynecology, Repro Endocrinology & Infertility	11/30/2023	Active	AB of Obstetrics & Gynecology *MOC* Reproductive Endocrinology and Infertility *MOC*	
21520	Med, Gastroenterology	11/30/2023	Active	AB of Internal Medicine *MOC* Gastroenterology *MOC*	

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
17320	Orthopaedics	12/31/2023	Active	AB of Orthopaedic Surgery *MOC* Orthopaedic Sports Medicine *MOC*	
48296	Family Medicine	11/30/2023	Active	AB of Family Medicine *MOC*	
01810	Med, Hematology	12/31/2023	Active	AB of Internal *Lifetime* Diagnostic Laboratory Immunology *Lifetime* Hematology *Lifetime* Medical Oncology *Lifetime*	
29755	Family Medicine	11/30/2023	Active	AB of Family Medicine *MOC* AB of Preventive Medicine Addiction Medicine *MOC*	
54233	Anesthesiology	11/30/2023	Active	AB of Anesthesiology *MOC*	
13054	Med, Internal Medicine	11/30/2023	Active	AB of Internal Medicine *MOC*	
05378	Med, Infectious Disease	12/31/2023	Active	AB of Internal Medicine Infectious Disease *MOC*	
29828	Dermatology	11/30/2023	Active	AB of Dermatology *MOC* AB of Internal Medicine *MOC*	

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
21133	Pediatrics	11/30/2023	Active	AB of Pediatrics *MOC* Neonatal-Perinatal Medicine *MOC*	
04539	Obstetrics Gynecology	11/30/2023	Active	AB of Obstetrics & Gynecology *Lifetime*	
28739	Obstetrics Gynecology	12/31/2023	Active	AB of Obstetrics & Gynecology *MOC*	
12250	Ophthalmology	12/31/2023	Affiliate	AB of Ophthalmology *MOC*	
53946	Anesthesiology, Pain Medicine	12/31/2023	Active	AB of Anesthesiology *12/2027* Pain Medicine *12/2027*	
55225	Pediatrics	12/31/2023	Active	AB of Pediatrics *MOC*	
22942	Med, Hospitalist (IM)	11/30/2023	Active	AB of Internal Medicine *MOC*	
44949	Surgery, General Surgery	12/31/2023	Active	AB of Surgery *MOC*	
04512	Dermatology	11/30/2023	Affiliate	AB of Dermatology *Lifetime*	
64284	Physical Medicine & Rehabilitation	11/30/2023	Active	AB of Physical Medicine & Rehabilitation *MOC*	
20649	Neurological Surgery	1/31/2024	Active	AB of Neurological Surgery *MOC*	

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
04686	Orthopaedics	11/30/2023	Active	AB of Orthopaedic Surgery *MOC*	
17559	Pediatrics	11/30/2023	Active	AB of Pediatrics *MOC* Pediatric Nephrology *MOC*	
22980	Med, Hospitalist (IM)	11/30/2023	Active	AB of Internal Medicine *04/2024* Hospice and Palliative Medicine *04/2024*	
27436	Neurology	11/30/2023	Active	AB of Psychiatry & Neurology *MOC*	
28922	Obstetrics Gynecology	12/31/2023	Active	**Not Board Certified** ***PTW 2026***	
16070	Surgery, Surgical Critical Care	11/30/2023	Active	**Not Board Certified** ***CC***	
21843	Neurology, Vascular Neurology	11/30/2023	Active	AB of Psychiatry & Neurology *MOC* Vascular Neurology *MOC*	
32165	Psychiatry	12/31/2023	Active	AB of Psychiatry & Neurology *Lifetime*	
54125	Family Medicine	11/30/2023	Active	AB of Family Medicine MOC	
29609	Med, Internal Medicine	11/30/2023	Active	AB of Internal Medicine *MOC*	

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
29748	Obstetrics Gynecology, Repro Endocrinology & Infertility	12/31/2023	Active	AB of Obstetrics & Gynecology *MOC* Reproductive Endocrinology and Infertility *MOC*	
22504	Med, Hospitalist (IM)	11/30/2023	Active	AB of Internal Medicine *MOC*	
25426	Emergency Medicine	11/30/2023	Active	AB of Emergency Medicine *MOC*	
27527	Med, Hematology	11/30/2023	Active	AB of Internal Medicine *MOC* Hematology *MOC* Medical Oncology *MOC*	
16212	Surgery, Surgical Critical Care	11/30/2023	Active	AB of Surgery *MOC* Surgical Critical Care *MOC*	
29601	Anesthesiology	11/30/2023	Active	AB of Anesthesiology *MOC*	
29765	Med, Gastroenterology	12/31/2023	Active	AB of Internal Medicine *MOC* Gastroenterology *MOC*	
27426	Pathology	12/31/2023	Active	AB of Pathology Pathology - Anatomic/Pathology - Clinical - *MOC*	

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
52958	Anesthesiology, Pediatrics Anesthesiology	12/31/2023	Active	AB of Anesthesiology *12/2025* Pediatric Anesthesiology *MOC*	
29652	Obstetrics Gynecology	12/31/2023	Active	AB of Obstetrics & Gynecology *MOC*	
14837	Surgery, Surgical Critical Care	11/30/2023	Active	AOB of Emergency Medicine *OCC* Surgical Critical Care *OCC*	
11298	Ambulatory Services, Family Medicine	11/30/2023	Active	Grandfathered *1996*	
29516	Pediatrics, Pediatric Nephrology	11/30/2023	Active	AB of Pediatrics *MOC* Pediatric Nephrology *MOC*	
42779	Family Medicine	11/30/2023	Active	AB of Family Medicine *MOC*	
04445	Orthopaedics, Orthopaedics Oncology	11/30/2023	Active	AB of Orthopaedic Surgery *MOC*	
27574	Med, Internal Medicine Pediatrics	12/31/2023	Active	AB of Internal Medicine *MOC* AB of Pediatrics *MOC*	
17421	Obstetrics Gynecology, Maternal Fetal Medicine	1/31/2024	Active	AB of Obstetrics & Gynecology *MOC* Maternal-Fetal Medicine *MOC*	

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Reappointments - Medical Staff

Provider ID #	Department/Specialty	Reappt. Date	Status	Board Certified/ Expiration	Comments
44889	Med, Cardiac Electrophysiology	11/30/2023	Active	AB of Internal Medicine Cardiovascular Disease *MOC* Clinical Cardiac Electrophysiology *MOC*	
25317	Med, Cardiovascular Disease	11/30/2023	Active	AB of Internal Medicine *MOC* Cardiovascular Disease *MOC*	
04318	Med, Pulmonary	11/30/2023	Active	AB of Internal Medicine *Lifetime* Pulmonary Disease *Lifetime*	
27518	Med, Critical Care Medicine	11/30/2023	Active	AB of Internal Medicine *MOC* Critical Care Medicine *MOC*	
27376	Surgery, Colon & Rectal	11/30/2023	Active	AB of Colon & Rectal Surgery *MOC* AB of Surgery *MOC*	

JACKSON HEALTH SYSTEM
Reappointments - Allied Health Professionals

Provider ID #	Department/Specialty	Reappt. Date	Board Certified/ Expiration	Sponsor(s)	Comments
29797	Med, Pulmonary & Critical Care HP, Physician Assistant **Clinical Privileges:** PA - Critical Care	11/30/2023	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2023*	**Vincenzo Novara, MD** *Pulmonary & Critical Care* **Anthony Panariello, MD** *Pulmonary & Critical Care*	
55267	Med, Cardiovascular Disease HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care NP - Cardiovascular Medicine/Surgery	11/30/2023	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *02/2027* American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *02/2026*	**Alexandre C. Ferreira, MD** *Cardiovascular Disease* **Ivan Mendoza, MD** *Cardiovascular Disease*	
27698	Surgery, Colon & Rectal Orthopaedics HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care NP - Orthopaedic Surgery	1/31/2024	American of Academy Nurse Practitioners (***Family Nurse Practitioner)*** *10/2024*	**Gustavo Plasencia, MD** *Surgery* **Jeffrey A. Rich, DO** *Orthopaedics*	
21168	Surgery, Transplant Surgery HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *04/2028*	**Rafael Miyashiro Nunes dos Santos, MD** *Surgery* **Phillipe Geraldo Teixeira De Abreu Reis, MD, PhD** *Surgery*	
22992	Med, Cardiovascular Disease HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *12/2024*	**Alexandre C. Ferreira, MD** *Cardiovascular Disease* **Eric C. Peterson, MD** *Neurological Surgery*	

JACKSON HEALTH SYSTEM
Reappointments - Allied Health Professionals

Provider ID #	Department/Specialty	Reappt. Date	Board Certified/ Expiration	Sponsor(s)	Comments
23971	Anesthesiology, HP, Certified Registered Nurse Anesthetist **Clinical Privileges:** CRNA	1/31/2024	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2024*	**Keith A. Candiotti, MD** *Anesthesiology* **Miguel A. Cobas, MD** *Anesthesiology* **Rafael Rico, MD** *Anesthesiology* **Hannah J. Thompson, MD** *Anesthesiology*	
29848	Anesthesiology, Critical Care Medicine HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Critical Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *04/2026*	**Ivet T. Cordoba Torres, MD** *Anesthesiology, Critical Care Medicine*	
27507	Med, Hospitalist (IM) HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	12/31/2023	American of Academy Nurse Practitioners ***(Family Nurse Practitioner)*** *01/2024*	**Sandor A. Romero Basso, MD** *Hospitalist (IM)*	
27642	Med, Pulmonary & Critical Care HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Critical Care	12/31/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *11/2024*	**Richard Prager, MD** *Pulmonary & Critical Care* **Andrew Pastewski, MD** *Pulmonary & Critical Care*	
29498	Pediatrics, Pediatric Cardiology HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care NP - Pediatrics	11/30/2023	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *07/2024*	**Jennifer Munoz Pareja, MD** *Pediatrics*	

JACKSON HEALTH SYSTEM
Reappointments - Allied Health Professionals

Provider ID #	Department/Specialty	Reappt. Date	Board Certified/ Expiration	Sponsor(s)	Comments
29802	Psychiatry, HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Psychiatric and Mental Health	11/30/2023	American Nurses Credentialing Center ***(Psychiatric - Mental Health Nurse Practitioner)*** *10/2024*	**Dante Durand, MD** *Psychiatry*	
25708	Med, Infectious Disease HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	1/31/2024	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *10/2026*	**Maria Ale-Castro, MD** *Infectious Disease* **Carlos Omenaca, MD** *Infectious Disease*	
25265	Med Nephrology HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	1/31/2024	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *07/2027*	**Cristiane De Carvalho, MD** *Nephrology* **Alberto Esquenazi, MD** *Nephrology* **Carlos Granja, MD** *Nephrology*	
29881	Med, Genetics HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	1/31/2024	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *09/2028*	**Mustafa Tekin, MD** *Genetics* **Nicholas A. Borja, MD** *Genetics*	
25377	Pediatrics, HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Neonatology	11/30/2023	National Certification Corporation ***(Neonatal Nurse Practitioner)*** *12/2023*	**Shahnaz Duara, MD** *Pediatrics*	
29792	Med, Pulmonary & Critical Care HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Critical Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *08/2026*	**Vincenzo Novara, MD** *Pulmonary & Critical Care* **Anthony Panariello, MD** *Pulmonary & Critical Care*	

JACKSON HEALTH SYSTEM
Reappointments - Allied Health Professionals

Provider ID #	Department/Specialty	Reappt. Date	Board Certified/ Expiration	Sponsor(s)	Comments
29766	Anesthesiology, HP, Certified Registered Nurse Anesthetist **Clinical Privileges:** CRNA	12/31/2023	National Board of Certification of Recertification for Nurse Anesthetists ***(NBCRNA)*** *7/2025*	**Keith A. Candiotti, MD** *Anesthesiology* **Hannah J. Thompson, MD** *Anesthesiology*	
27772	Anesthesiology, HP, Certified Registered Nurse Anesthetist **Clinical Privileges:** CRNA	1/31/2024	National Board of Certification of Recertification for Nurse Anesthetists ***(NBCRNA)*** *01/2024*	**Keith A. Candiotti, MD** *Anesthesiology* **Rafael Rico, MD** *Anesthesiology*	
23975	Physical Medicine & Rehabilitation, HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *07/2026*	**Andrew Sherman, MD** *Physical Medicine & Rehabilitation*	
29685	Med, Pulmonary & Critical Care HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *08/2026*	**Vincenzo Novara, MD** *Pulmonary & Critical Care* **Anthony Panariello, MD** *Pulmonary & Critical Care*	
27562	Cardiac Surgery, HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Primary Care	12/31/2023	American Academy of Nurse Practitioners Certification Board ***(Adult-Gerontology Primary Care Nurse Practitioner)*** *10/2026*	**Romualdo Segurola, MD** *Cardiac Surgery*	
29798	Surgery HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	12/31/2023	American Academy of Nurse Practitioners Certification Board ***(Family Nurse Practitioner)*** *08/2026*	**John I. Lew, MD** *Surgery*	

JACKSON HEALTH SYSTEM
Reappointments - Allied Health Professionals

Provider ID #	Department/Specialty	Reappt. Date	Board Certified/ Expiration	Sponsor(s)	Comments
29698	Med, Nephrology HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	11/30/2023	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *05/2028*	**Giselle Guerra, MD** *Nephrology*	
27630	Neurological Surgery, HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care NP - Neurological Surgery	11/30/2023	American Academy of Nurse Practitioners Certification Board ***(Family Nurse Practitioner)*** *02/2024* American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *02/2026*	Allan Levi, MD Neurological Surgery	
06106	Anesthesiology, HP, Certified Registered Nurse Anesthetist **Clinical Privileges:** CRNA	1/31/2024	National Board Certification & Recertification for Nurse Anesthetists ***(NBCRNA)*** *07/2024*	**Keith A. Candiotti, MD** *Anesthesiology* **Rafael Rico, MD** *Anesthesiology*	
29745	Med, Pulmonary & Critical Care HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care NP - Critical Care	11/30/2023	American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *09/2025*	**Vincenzo Novara, MD** *Pulmonary & Critical Care* **Anthony Panariello, MD** *Pulmonary & Critical Care*	
21092	Med, Pulmonary & Critical Care HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	11/30/2023	American Nurses Credentialing Center ***(Acute Care Nurse Practitioner)*** *04/2024*	**Jaime Avecillas, MD** *Pulmonary & Critical Care* **Javier Gonzalez, MD** *Pulmonary & Critical Care*	

JACKSON HEALTH SYSTEM
Reappointments - Allied Health Professionals

Provider ID #	Department/Specialty	Reappt. Date	Board Certified/ Expiration	Sponsor(s)	Comments
27292	Med, Cardiovascular Disease HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Cardiovascular Medicine/Surgery	11/30/2023	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *11/2025*	**Francis N. Crespo, MD** *Interventional Cardiology*	
45600	Psychiatry, HP, Psychology **Clinical Privileges:** Clinical Psychologist	12/31/2023	N/A	N/A	
40008	Med, Nephrology HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Nephrology NP - Acute Care	11/30/2023	American Academy of Nurse Practitioners Certification Board ***(Family Nurse Practitioner)*** *10/2028*	**Gabriel Contreras, MD** *Nephrology* **Zain Mithani, MD** *Nephrology*	
29762	Neurological Surgery, HP, Physician Assistant **Clinical Privileges:** PA - Neurosurgery	11/30/2023	National Commission on Certification of Physician Assistants ***(NCCPA)*** *12/2023*	**Allan D. Levi, MD** *Neurological Surgery*	
25909	Med, Hospitalist (IM) Anesthesiology HP, Advanced Practice Registered Nurse **Clinical Privileges:** NP - Acute Care	1/31/2024	American Nurses Credentialing Center ***(Family Nurse Practitioner)*** *08/2024* American Nurses Credentialing Center ***(Adult-Gerontology Acute Care Nurse Practitioner)*** *04/2027*	**O'Neil Pyke, MD** *Hospitalist (IM)* **Katharina Schultz, MD** *Anesthesiology*	

JACKSON HEALTH SYSTEM
Notifications

FPPE - Medical Staff

Provider ID #	Department/Specialty	Current Status	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Status	Comments
21096	Orthopaedics, Podiatry	Active	JMH	JNMC	JSMC	JWMC	FPPE for 90 days	Approved by MEC.

Privilege Status Change - Medical Staff

Provider ID #	Department/Specialty	Current Status	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Proposed Status	Comments
23255	Anesthesiology	Active	JMH		JSMC	JWMC	Critical Care Medicine - Approved to practice independently	Completed requirement of 40 cases proctored under a physician with Critical Care privileges. Requesting privilege status change from approved with direct supervision to approved. FPPE has been completed

Change of Status - Medical Staff

Provider ID #	Department/Specialty	Current Status	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Proposed Status	Comments
33544	Pediatrics Dentistry	Active	JMH				Change of Employer from AC Pediatric Dentistry to Olive Tree Pediatric Dentistry	

Request for additional privileges - Medical Staff

Provider ID #	Department/Specialty Sponsor(s)	Current Status	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Privileges	Comments
33039	Otolaryngology	Active			JSMC		Surgery of the thyroid / parathyroid: thyroid lobectomy/subtotal/total thyroidectomy, parathyroidectomy	

Employment Status - Allied Health Professionals Status

Provider ID #	Current Employer Department/Sponsor(s)	Current Status	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	New Employer Department/Sponsor(s)	Comments
29433	**Ali M. Garcia, MD** *Hospitalist (IM)*	AHP	JMH		JSMC	JWMC	**Rafael Abreu, MD** *Hospitalist (FM)*	Adding Sponsoring Physician
25708	**Carlos L. Omenaca, MD** *Infectious Disease* **Maria G. Ale-Castro, MD** *Infectious Disease* **Erik S. Lowman, DO** *Infectious Disease*	AHP		JNMC	JSMC		**Juan C. Perez-Morales, MD** *Infectious Disease*	Adding Sponsoring Physician

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Resignations

Medical Staff

Provider ID#	Department	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Effective Date	Reason
29608	Pediatrics	JMH				11/17/2023	Resigned from UM
33253	Radiology, Nuclear Medicine	JMH				5/5/2032	Resigned from UM
25430	Med, Gastroenterology	JMH				9/30/2023	Resigned from UM
29694	Orthopaedics			JSMC	JWMC	10/23/2023	No longer requires privileges
24435	Anesthesiology	JMH		JSMC	JWMC	10/4/2023	Resigned from UM
29758	Radiology, Diagnostic Radiology	JMH				11/11/2023	Resigned from UM
49395	Family Medicine				JWMC	11/30/2023	Voluntary resignation due to application fee not paid
29794	Radiology, Diagnostic Radiology	JMH				1/23/2023	Resigned from UM
25506	Urology	JMH		JSMC		11/17/2023	Resigned from UM
34148	Obstetrics Gynecology		JNMC	JSMC		10/11/2023	No longer requires privileges
52950	Interventional Radiology, Vascular Interventional Radiology		JNMC	JSMC		11/30/2023	Voluntary resignation due to low volume
43870	Anesthesiology	JMH	JNMC	JSMC		10/23/2023	No longer requires privileges
29835	Radiology, Diagnostic Radiology		JNMC	JSMC	JWMC	10/20/2023	No longer requires privileges
63587	Orthopaedics, Podiatry		JNMC	JSMC		11/30/2023	No longer requires privileges
07629	Dermatology	JMH	JNMC			11/30/2023	No longer requires privileges
02024	Dermatology	JMH	JNMC	JSMC		11/30/2023	Retired

BOARD OF TRUSTEES COMMITTEE
November 29, 2023

JACKSON HEALTH SYSTEM
Resignations

Provider ID#	Department	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Effective Date	Reason
29702	Med, Hospitalist (IM)				JWMC	11/4/2023	No longer requires privileges
29294	Orthopaedics	JMH		JSMC	JWMC	11/30/2023	Voluntary resignation for non-return of reappointment
54934	Med, Pulmonary & Critical Care			JSMC	JWMC	11/30/2023	Voluntary resignation for non-return of reappointment
21659	Med, Internal Medicine				JWMC	11/30/2023	Voluntary resignation for non-return of reappointment
33197	Radiology, Diagnostic Radiology	JMH				3/18/2023	Resigned from UM
20977	Dermatology	JMH				11/30/2023	Voluntary resignation for non-return of reappointment
45317	Anesthesiology, Pain Medicine			JSMC	JWMC	11/30/2023	No longer requires privileges

Allied Health Professionals

Provider ID#	Department	Primary Site(s) of Practice JMH	JNMC	JSMC	JWMC	Effective Date	Reason
29690	Neurological Surgery	JMH	JNMC	JSMC		11/17/2023	Resigned from UM
33602	Anesthesiology	JMH		JSMC	JWMC	10/11/2023	No longer requires privileges
30140	Anesthesiology	JMH		JSMC	JWMC	10/13/2023	No longer requires privileges
27591	Med, Nephrology	JMH				10/7/2023	No longer requires privileges
34103	Surgery, Critical Care Medicine	JMH				10/11/2023	No longer requires privileges
21464	Med, Infectious Disease	JMH		JSMC	JWMC	10/26/2023	No longer requires privileges
29787	Physical Medicine & Rehabilitation	JMH				11/30/2023	No longer requires privileges
29582	Anesthesiology	JMH		JSMC	JWMC	10/27/2023	No longer requires privileges
27696	Med, Nephrology			JSMC	JWMC	10/20/2023	No longer requires privileges

Agenda Item 7.b
Joint Conference and Efficiencies Committee
November 29, 2023

RESOLUTION NO. PHT 11/2023 -

RESOLUTION ACCEPTING THE EXECUTIVE SUMMARY OF THE ANNUAL INSTITUTIONAL REVIEW OF THE GRADUATE MEDICAL EDUCATION PROGRAMS AT THE PUBLIC HEALTH TRUST

Chris Ghaemmaghami, MD Executive Vice President, Chief Physician Executive and Chief Clinical Officer, Jackson Health System

WHEREAS, the Public Health Trust of Miami-Dade County, Florida ("Trust") sponsors and operates residency and fellowship programs which are accredited by the Accreditation Council for Graduate Medical Education (the "ACGME"); and

WHEREAS, the Trust is dedicated to the continuous improvement of health care delivery through education of resident and fellow physicians in an environment that is conducive to scholarly activities; and

WHEREAS, the ACGME requires sponsoring institutions, in accord with ongoing quality improvement efforts, to perform an annual institutional review of its graduate medical education programs; and

WHEREAS, the ACGME also requires that the governing body of the sponsoring institution receive an executive summary of the annual institutional review of the graduate medical education programs; and

WHEREAS, an institutional review of the Public Health Trust's graduate medical education programs was performed on October 4, 2023, and October 11, 2023; and

WHEREAS, the Chief Executive Officer of the Public Health Trust recommends the acceptance of the executive summary and the actions described therein; and

WHEREAS, the Joint Conference and Efficiencies Committee also recommends the acceptance of the executive summary and the actions described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the Executive Summary of the annual institutional review of the Graduate Medical Education Programs at the Public Health Trust and authorizes the President and Chief Executive Officer, or his designee, to take any further action which may be necessary or appropriate in follow-up to the referenced annual institutional review of the graduate medical education programs at the Public Health Trust.

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Laurie Weiss Nuell, Chairwoman
and Members, Joint Conference and Efficiencies Committee

FROM: Chris Ghaemmaghami, MD
Executive Vice President, Chief Physician Executive
and Chief Clinical Officer, Jackson Health System

Yvonne Diaz, MD Designated Institutional Official

DATE: November 29, 2023

RE: Graduate Medical Education: 2023 Annual Institutional Review Executive Summary

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Recommendation
Staff recommends that the Public Health Trust Board of Trustees accept the executive summary of the annual institutional review of the graduate medical education program at Jackson Health System in accordance with the requirements of the Accreditation Council for Graduate Medical Education (ACGME).

Scope
The annual Institutional Review covers academic year 2022-2023.

Background
This annual institutional review is a requirement for Accreditation Council for Graduate Medical Education (ACGME) sponsoring institutions and is a part of the continuous quality improvement cycle of the sponsoring institution. The ACGME requires that its members' governing bodies receive a written executive summary of the graduate medical education program's annual institutional review.

Graduate Medical Education: 2023 Annual Institutional Review
EXECUTIVE SUMMARY

Background

This annual institutional review is a requirement for Accreditation Council for Graduate Medical Education (ACGME) sponsoring institutions and is a part of the continuous quality improvement cycle of the sponsoring institution. The ACGME requires that its members' governing bodies receive a written executive summary of the graduate medical education program's annual institutional review.

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1. Participants

- Yvonne Diaz, MD, Associate Dean for GME, University of Miami Miller School of Medicine and DIO
- Nilda Gonzalez, MHSA, Director, GME, Jackson Memorial Hospital/Jackson Health System
- GME Executive Committee
    - Shawn Banks, MD, Program Director, Anesthesiology, University of Miami/Jackson Health System, Member GME Executive Committee and Vice Chair of GMEC
    - Joan St. Onge, MD, MPH. Senior Associate Dean for GME and Faculty Affairs, University of Miami Miller School of Medicine
    - Radu Saveanu, MD, Program Director, Psychiatry, University of Miami/Jackson Health System, Member GME Executive Committee
    - Gary Danton, MD, Program Director, Radiology, University of Miami/Jackson Health System, Member GME Executive Committee
    - David de la Zerda, MD, Program Director, Pulmonary and Critical Care Medicine, University of Miami/Jackson Health System, Member GME Executive Committee
    - Stefanie Brown, MD, MBA, Program Director, Internal Medicine, University of Miami/Jackson Health System, Member GME Executive Committee
    - Carlos Medina, MD, Program Director, Obstetrics and Gynecology, University of Miami/Jackson Health System, Member GME Executive Committee
    - Christopher Freeman, MD, Program Director, Emergency Medicine, University of Miami/Jackson Health System, Member GME Executive Committee
    - Marie Anne Sosa, MD, Director for GME UHealth, University of Miami Miller School of Medicine

- Peer Selected Residents:
    - Nisreen Ezuddin, MD. Resident, Radiology
    - Stephanie Lee, MD Resident, Medicine/Pediatrics
    - Sara Sukkar, MD Chief Resident, Pediatrics

- GMEC Members
    - Jonathan Tolentino, MD, MS-HPE, Program Director, Medicine/Pediatrics, University of Miami/Jackson Health System
    - Adriana Zanaty, Program Manager Pathology & Laboratory Medicine

2. AIR performance indicators reviewed:
    - ACGME Institutional Letter of Notification (LON)
    - Individual ACGME Program Accreditation status and citations

- 2022-2023 Resident and Faculty ACGME Surveys

3. Additional documents reviewed:
   - ACGME Requirements for Sponsoring Institutions
   - GMEC Report 2023
   - Review of Sponsored Programs
     - 2022-2023 Resident and Faculty Wellness Surveys
     - Resident engagement in Quality Improvement and Patient Safety
   - Faculty Development (Faculty Affairs)
   - GME sponsored workshops and Programming.
   - GME Policies and Procedures Manual
   - Diversity and Retention data
   - Graduate data
   - Board Pass Rates

Summary of Items Reviewed

ACGME Institutional Requirements:

Updated institutional requirements were reviewed to ensure compliance. Items that were addressed in 2022-2023 are:

I.b.4.a).(5) Oversight of ACGME-accredited programs' implementation of institutional policy(ies) for vacation and leaves of absence including medical, parental, and caregiver leaves of absence, at least annually; (Core) – added as standing item in GMEC to address annually

> On June 28, 2023, GMEC reviewed policy and current vacation balances and leaves of absence. Policy meets ACGME requirements and is being implemented by programs and institution as required.

Non-Standard Oversight Process: Policy reviewed and approved by GMEC 12/14/2022.

Accreditation Status Review

Institution
Last Site Visit: November 12, 2020
Self-Study Due Date (Scheduled): April 01, 2027
10-Year Site Visit (Approximate): April 1, 2029
Last CLER Site Visit Date: December 3, 2019

ACGME Letter of Notification (LON) 8/15/2023: The institution received **continued accreditation**. The Review Committee commended the institution for its demonstrated substantial compliance with the ACGME Institutional Requirements without any new citations. *All citations resolved.*

New Citations: none

Resolved Citations:

- *Structure for Educational Oversight, GMEC (Institutional Requirement I.B.5, I.B.5.b), I.B.5.b).(2))*
- *Structure for Educational Oversight, GMEC (Institutional Requirements I.B.5, I.B.5.a), I.B.5.a).(1-3), I.B.5.b), I.B.5.b).(1))*
- *Structure for Educational Oversight, GMEC, Meetings and Attendance (Institutional Requirement I.B.3.a))*
- *Structure for Educational Oversight, GMEC, Responsibilities (Institutional Requirements I.B.4., I.B.4.b), I.B.4.b).(2))*

ACGME NST Recognition

Status: Initial Recognition
Effective Date: 07/01/2022
GMEC approved 24 NST programs during the initial cycle.

Residency and Fellowship Programs

Number of ACGME accredited programs: 99
Other programs: 6 SNS-CAST; 2 ADA; 2 CPME; 2 ASTS; 24 other Non-Standard Training Programs
ACGME Program Status: (see **Appendix 1A and 1B** for Details on Programs' accreditation statuses and citations)

Total trainees: 1,110 ACGME accredited and 97(other)

Initial Accreditation: 6

Adult Reconstructive Orthopedics (7/1/2022), Micrographic Surgery and Dermatologic Oncology (1/6/2023), Neurocritical Care (4/4/2023), Reproductive Endocrinology and Infertility (9/22/2022), Neuropathology (1/19/2023), Female Pelvic Medicine and Reconstructive surgery (1/19/2023)

Initial Accreditation with warning: 1

Integrated IR

Continued Accreditation: 89

Continued Accreditation without outcomes: 3

Maternal Fetal Medicine, Plastic Surgery Integrated, and Vascular Surgery Integrated

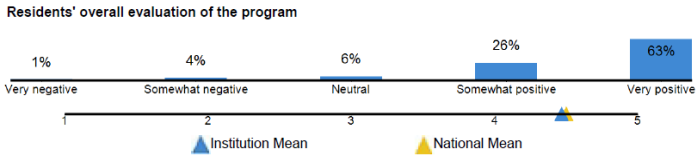
ACGME Programs without citations: 84 (85%). The number of ACGME programs with citations decreased from 22% to 15%.

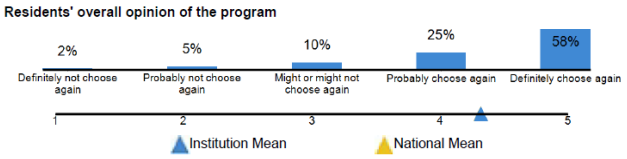
AIR	Total # ACGME programs	# Without citations	% Accredited w/o warning	% No citations
2020-2021	94	64	100%	68%
2021-2022	96	75	98%	78%
2022-2023	**99**	**84**	**99%**	**85%**

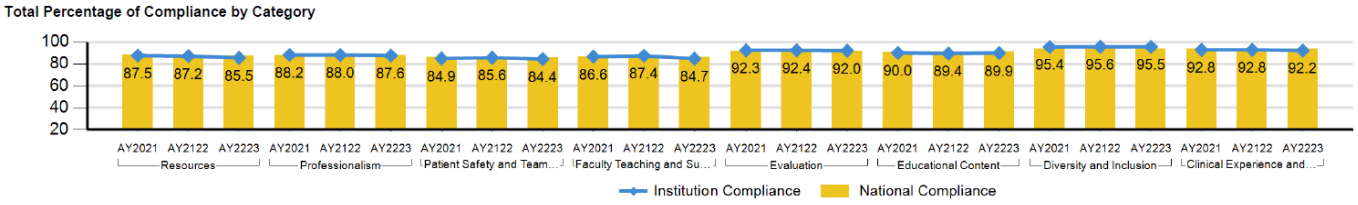
Programs Withdrawn: Laboratory genetics and genomics (Medical Related Specialty) (6/30/20203)

ACGME Survey Review 2022.2023

Resident Institutional Survey Review: 88 Programs surveyed. Response rate 973/1093 (89%)
The resident overall evaluation of the program decreased from 92% in AY 21.22 to 89% in AY 22.23 and is just below the national mean. Eighty-three percent (83%) would choose the program again (at national mean).

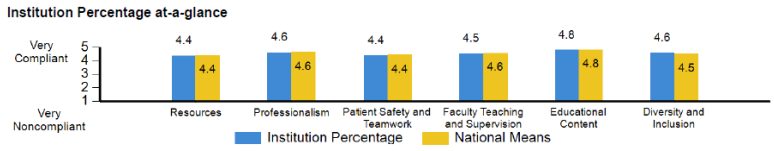


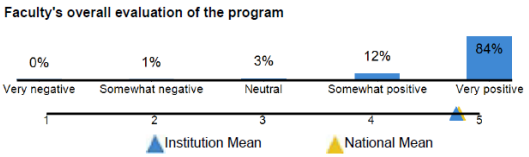


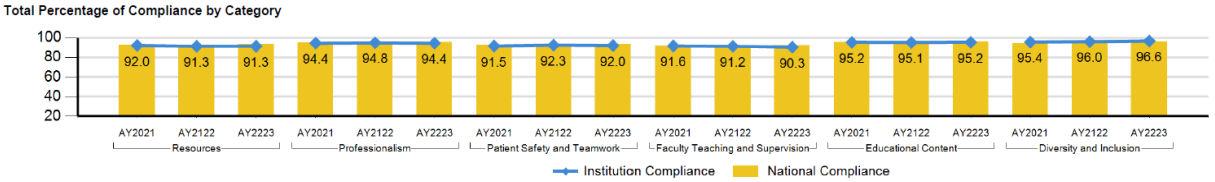


Most individual survey items on the resident institutional survey are within 5% of the % National Compliance. *Teaching on healthcare disparities increased from 78% in 2020 to 83% in 2022 and is on par with national compliance*. The following item represents opportunities for the institution: Education compromised by non-physician obligations (79% institution vs 88% national); Appropriate balance between education (e.g., clinical teaching, conferences, lectures) and patient care (74% UM/JHS vs 79% National)

Faculty Institutional Survey Review: 88 Programs Surveyed; Response 953/1067 (89%)
Faculty responses remain in overall good compliance. Faculty overall evaluation of the program is at 96%. Compliance in each major category is at National Mean (+/-0.1). Single item 5% below national on the faculty institutional survey: "Residents/fellows participate in clinical patient safety investigation and analysis of safety events." All other survey items on the institutional survey are within 3% of the % National Compliance on the institutional faculty survey.







Graduate Medical Education Committee (GMEC) Activity AY 2022-2023

1. GMEC approved six new programs (October 2022 – October 2023)

2. GMEC Approved Program Director Changes for Established Programs (July1-July1). Historically, 12-14% of programs have a change in program director role each year(reference: 2022-2023_acgme_databook_document.pdf) **We are near national norm for the last three years.**

AY	17.18	18.19	19.20	20.21	21.22	**22.23**
New PDs	10	19	22	11	11	**10**
Total Established Programs	92	93	94	94	94	**95**
Turnover (established programs)	11%	20%	23%	12%	12%	**11%**

3. Program Coordinator Changes: Nationally,15.2% of programs experienced program coordinator changes in AY22.23 (ref: 2022-2023_acgme_databook_document.pdf . Page 154) **Program coordinator turnover has remained stable compared to the last academic year.**

AY	**17.18**	**18.19**	**19.20**	**20.21**	**21.22**	**22.23**
New PCs	17	41	9	20*	8	**9**
Total Programs	92	93	94	94	94	**95**
Turnover	18%	44%	10%	21%	9%	**9%**

4. GMEC ACGME Complement changes approved AY 22.23:

Program name	**Temp/Perm**	**#Positons**	**Approved**
Complex General Surgical Oncology	Permanent	2	4.29.23
Adult Cardiothoracic Anesthesiology	Temporary	1	7.1.23
Pulmonary disease and critical care medicine	Temporary	1	6.30.23

Special Review Status May 2022 – June 2023: The goal of special reviews is to support program directors and help them and the department address any areas of concern in a proactive and timely manner.

Interventional Radiology Completed. Continued monitoring - Cardiology, Nuclear Medicine, Pediatric CCM, Hospice & Palliative Care, Neurology.
Off Special Review Status: Colorectal Surgery (2022)

Subcommittees of the GMEC and Councils:

GMEC Executive Subcommittee:
This committee continues to meet monthly to review requests for complement increases, program director changes, and special consideration candidates for residency, and change in clinical rotations. The committee also assists in developing new institutional policies, reviews survey results, and identifies programs for special review, and participates in the Annual Institutional Review.

GMEC Wellness Subcommittee: The subcommittee meets virtually every six to eight weeks. Wellness leaders attended the ACGME Wellness Calls and the AMA Wellness Webinar. Committee efforts focused on maintaining and expanding the access to wellness resources in our institution, such as opening of the resident lounge at JMH in February 2023, obtaining discounted rates for trainees at the UM Wellness Center, and addressing concerns related to housing, housestaff benefits and childcare options. The ACGME resident survey and the 2022 AMA National Comparison report Data were reviewed and shared with leadership and committee members. The committee continues to support the available behavioral health options for trainees in need of mental health care. The committee has also focused on communicating resources available to the residents on a regular basis. As part of that initiative, the Wellness Section on new innovations is being revised and a webpage dedicated to wellness resources available is being created.

Quality Improvement and Safety Initiatives:

The *Quality Improvement Project Support (QuIPS)* program remained active during the past academic year. Three QuIPS faculty/GME quality members (Dr. Sosa, Dr. Diaz, Dr. Bayes-Santos) lead the Quality Improvement Curriculum. The content is delivered through hybrid model of online pre-learning educational modules using the Moodle platform focusing on the basic knowledge on key QI concepts followed by virtual zoom sessions and 1:1 coaching for guided project-based experiential training. The curricular content containing online educational modules and additional resources remain available through open access to trainees (at http://www.e-gcrme.com).

QuIPS was successful this year with wide participation of residents, fellows, and faculty and collaboration among Jackson Health System and UM quality leaders and administrators on various projects focused on improving quality of patient care and safety. For the fall of 2022 we had 24 participants and for the spring of 2023 a total of 18 participants and projects are at different levels of completion. The year culminated in the 4th Quality and Safety Showcase in May 2023, with over 60 projects submitted and presented by residents, faculty, and staff.

Education Programs Sponsored by Graduate Medical Education: November 1, 2022- October 2023

Orientation 2023

Orientation for incoming interns and fellows remained virtual for the hospitals. Added opioid prescribing and pain management education to Jackson orientation for interns and fellows June and July 2023.

Residents continue to complete the on-boarding/annual mandatories on Jackson's learning platform, weLearn. GME specific content created to meet requirements included modules on: Residents as Teachers, Recognizing and Resources for Sleep Deprivation, Burnout, Depression, and Substance Use Disorders

Intern Patient Safety Week Orientation June 2023

Over 200 entering interns participated in the in-person week-long series. Interns participated with faculty and UM-JHS Center for Patient Safety Coaches in small group instruction and simulation addressing the following ACGME Competencies: Handoffs, disclosure of an adverse event, participation in a real or mock adverse event analysis. The following areas were addressed:

- Overview of patient safety and preventable errors in healthcare
- Handwashing
- Standardized Handoffs utilizing IPASS mnemonic
- Interprofessional Communication during an adverse event
- Delivering bad news utilizing SPIKES protocol
- Disclosure of Adverse Event

The week culminated with a mock, interdisciplinary Root Cause Analysis of the simulated event which took place virtually.

GME Workshop:

"Crucial Conversations in GME"
We continue to provide opportunities for our residents to develop cultural awareness and to learn about our community and their role as educators and patient advocates. This year, the workshop returned to its live format at the Shalala Center at the University of Miami Coral Gables Campus.
Over 215 incoming interns participated.

Overarching themes for the session are:

- Wellness and You
- Our community: Introduction
- Addressing the Opioid Epidemic: Opiate Use Disorder.
- Professionalism and the Learning Environment
- Residents as Teachers
- Engaging with Our Community.

Spanish Intensive Program:

The University of Miami Office of Continuing Education's intensive Spanish language course is offered to all new residents and fellows during the week prior to orientation.

Committee of Interns and Residents Committees (CIR)

The residents in CIR and support several trainee initiatives to address our community needs as well as diversity, equity, and inclusion. A list of the committees is provided.

- Community Outreach & Advocacy
- Black Physician Recruitment
- Women in Medicine
- International Committee
- LGBTQ People in Medicine
- Quality Improvement Council

Resident Scholarly Activity Program (RSAP):

This is a structured curriculum focused on improving the quality of the research projects pursued by residents and fellows through the introduction of research focused didactics and a structured research development program. This program continues to be offered twice a year with additional 1:1 coaching.

Professional Development Seminars: Faculty

We continue to work with Faculty Affairs to offer faculty development opportunities. We hosted the following sessions:

VIRTUAL SESSIONS:

Date	Career Development Topics
Apr 14, 2022	Designing and Implementing Effective Team Training Simulations
May 12, 2022	Formulating a research question
Jul 14, 2022	Research resources at the University of Miami and the VA
Aug 11, 2022	Library Resources
Sep 08, 2022	Developing your research plan and writing your abstract
Oct 13, 2022	Demystifying Basic Statistics
Nov 10, 2022	How to work with your statistician: Defining your variable and co-variables.
Dec 8, 2022	Revising Your Abstract

WEB-BASED RESOURCES:

Additional workshops are available at https://med.miami.edu/offices/faculty-affairs/services/professional-development-,-a-,-mentoring and

Resources to Enhance Skills Miller School of Medicine (miami.edu)

LIVE SESSIONS:

October 14, 2023: Moving Forward- GME Program Director and Faculty Workshop. In Person CME four-hour session held at Gordon Center for Research in Medical Education

OBJECTIVES:
- Describe the timeline, structure, and administrative requirements of the academic year.
- Understand the overall financing of graduate medical education.
- Utilize quality improvement techniques to develop improvement plans.
- Identify and address trainees struggling in the program.

- Design recruitment strategy to meet your program goals

Professional Development: Chief Residents May 2023

This seven-hour workshop, led by four faculty in medical education, provides the chiefs with some of the skills needed to understand and perform their responsibilities in the coming academic year. Fifty-nine chief residents attended.

New GME Events and Initiatives

Resident/Fellow Wellbeing

- Housestaff lounge – Housestaff lounge was remodeled and expanded in a collaborative effort between graduate medical education, the Committee of Interns and Residents (CIR) and Jackson leadership. The space was expanded and includes over 15 computer terminals, quiet rooms, lactation room, lounge, and refreshment area. The grand opening was January 11, 2023, and was attended by our various partners and trainees.

- "Thank a Resident Day" February 24, 2023. Graduate medical education collaborated with JHS communications, marketing, and our partner health systems, UHealth and the Veterans Administration, in this event to recognize the residents and fellows and show our appreciation for their hard work and dedication to the community.

- Celebration - 100 Years of GME at Jackson Health System (August 29)

- Celebration - GME Professionals Day (August 18)

Graduate Data

One hundred ninety-seven (197) resident graduates and one hundred fifty-one (151) fellow graduates responded in 2023 to the institutional survey. Fifty percent (50%) of our graduating residents and eleven percent (11%) of our fellows pursued additional subspecialty training. Thirty-one percent (31%) of responding residents and eighteen percent (18%) of fellows remained in our local community (University of Miami, Jackson Health, or VAMC) after graduation for either practice or subspecialty training. An additional twenty-three percent (23%) of graduating residents and twenty-six percent (26%) of graduating fellows who responded will remain in the state of Florida for the next steps in their career.

Board Pass Rate

Board pass rates for first time takers remains high for all core programs and most fellowships. Citations for board pass rate noted for Pediatric Pathology; Pediatric Hematology/Oncology; Neurosurgery Oral Boards; these are being addressed. Resolved citations related to boards for sleep medicine and colorectal surgery.

Resident scholarly activity overall good and at 100% for most core programs. RSAP program and other similar departmental programs continue to support both resident and faculty research. Timely access to data remains challenging and is being addressed.

SWOT ANALYSIS 2022.2023

Strengths:

- Strong collaboration between Jackson Health System leadership, graduate medical education, Miller School of Medicine
- Diversity of experiences across multiple health systems
- Strong relationship with all participating sites
- Engaged GMEC Committee, residents, and fellows.
- Engaged hospital administrators, quality improvement and patient safety experts in resident training.
- Continued focus on GME faculty development.
- Diversity in residency and fellowship
- CIR engagement with GME leadership and support for recruitment events (ex. LMSA, SNMA)

Weaknesses/Areas for improvement

- Difficulty addressing service vs. education issues in real time as they are reported to the GMEC
- Volume growth at UM and Jackson Health System outpacing the clinical support (for coordination of care) and outpacing the GME physician presence.
- GME rest, work, and teaching space remains ongoing challenge.
- Providing data to our residents for quality improvement projects and research remains challenging and can result in citations if not addressed.
- Limited effective communication systems and tools amongst providers in clinical setting
- Limited communication with architects and planners for consideration of GME needs.
- Communication of support systems between institutions is a barrier to efficiency and satisfaction in trainees and programs (ex. UM email access, global email addresses)
- Resident/Faculty survey areas indicate opportunities in the following: Balance of workload vs. education.

Opportunities:

- Engagement with system planners and architects in development of needed GME space
- Expanded learning opportunities in Jackson West, Jackson North, Jackson South and UM expansion to new sites.
- New state funding to support GME (Slots for Docs)
- Increasing alignment of patient safety and quality improvement initiatives with institutional goals
- Potential for recruitment of graduating trainees (particularly URiM) into our healthcare system.
- UM Nursing Simulation Hospital, Gordon Center, UM/JMH Patient Safety Center and the Standardized Patient Program offers opportunities for team-based education and communication skill development.

- Increased focus on informatics and innovation –opportunity for collaboration with UM and VAMC
- Office of Diversity Equity and Inclusion – programming request opportunities and support for recruitment and education
- Potential for incorporation of trainees into standing committees and J35: Jackson Reimagined initiative

Threats:

- Conflicting state vs national public health policies
- Added requirements from ACGME for additional necessary program leadership support including program director, program coordinator, core faculty in an already challenging financial environment.
- Affiliate institution with partnerships with other local GME programs may affect our UM/Jackson GME programs.
- Increased learner presence (UME and GME) contributing to additional pressures for space for education.
- Marked increase in cost-of-living affecting recruitment and retention post-graduation into our systems.
- GME financing from CMS and the State of Florida does not cover the increasing costs of GME
- VA funding has changes affecting support to GME Sponsoring Institution
- Other local and state GME program development threatening the ability to retain well-trained program directors and program coordinators.
- Salary benchmarks for program administration/coordinators below local market contributes to loss of coordinators
- Increased ACGME and regulatory requirements for our GME office, program directors, residents, fellows and faculty, leaving less time for educational development.
- National evidence of burnout of faculty, residents, and staff
- Limited educational space

GOALS for 2022-2023- Update

Monitoring: *Progress monitored by DIO and Director of GME and reported to GMEC semiannually in January 2023 and June 2023*

Area to be addressed	**Action plan/Progress**	**Monitoring procedure**
Diversity		
Continue assessment and review of Diversity	Review of match demographics and outcomes. Review retention demographics *completed*	DIO to provide update annually in GMEC regarding match demographics and retention review. Presented GMEC 10.22 demographics and retention data for previous year.
Education: Resident and Faculty Development		
Annual review of education requirements	Provide annual education on Residents and Teachers *Completed* Provide education on: how to recognize the symptoms of and when to seek care regarding: Substance use disorder, fatigue and sleep deprivation, Depression (assess Society for sleep medicine vs internal module) *completed Education of residents and faculty: recognizing symptoms of substance use disorder, fatigue and sleep deprivation, Depression*- Developed weLearn modules and updated faculty website. Sent to incoming and returning trainees	Outcome **weLearn** – all incoming residents completed modules. Sent to returning residents – due November 2023 **ACGME annual survey response** ACGME 2023 resident survey received education on: 88%-89% Fatigue, depression, burnout, and SUD 86% Monitoring – ACGME survey response for faculty and trainees. Progress: Modules sent to new hires 3/2023 and added to annuals. Faculty received link to attest to viewing the Modules. Faculty Affairs website updated with related content

Continue collaboration with Faculty affairs regarding faculty developments	Complete needs assessment; offer CME; workshop planning. *completed* Moodle platform *(not completed – platform revised)*	Semiannual report of workshops provided in GMEC Report 2023 **Wellness** • Faculty and Staff Assistance Program • Introduction: Reducing Risks Associated with Long Work Hours • AASM Sleep Education Repository • Sleep and Wellness • The Impact of Insufficient Sleep • Understanding Fatigue: Resident/Faculty • Managing Fatigue: Resident/Faculty • Managing shift work: Resident Faculty • Faculty & Staff Assistance Program ACGME survey response annual review of faculty development for AIR. Progress: Chief resident workshop 6/23. 2023 survey - Faculty satisfaction with prof development and education 96% GME PD/Faculty Development Workshop 10.2023
<u>Safety/Quality</u>		
Participation in Patient safety analysis and disclosure of adverse event	Annual mock RCA- *completed June 2023* Collaboration with Jackson and UM risk to encourage participation and communication regarding cases. Assess program specific education and simulation.	Monitor annual participation in RCA workshop: outcome- over 200 incoming interns participated in mock RCA Review annual ACGME and institutional survey • 96% received education on how to disclose an adverse event in their residency/fellowship (increased from 72% in 2019.2020 and 92% in 2021.2022) • 64% participated in a real or simulated disclosure of an event (increase from 59%*)* • 65% participated in an adverse event analysis (increase from 62%). Review GMEC annual report from Safety- *March 15, 2023*
Enhance engagement in PS/Quality improvement	Patient safety event reporting. QI participation.	Annual institutional survey. 85% of trainees report they are aware of the quality initiatives in our health system. 54% report participating in

		quality improvement projects in the last academic year. Patient Safety event reporting data in GMEC *Metrics reported 10/22; 12/22; 3/23*
Limited safety event reporting		1.7% of safety event reports from trainees Institutional Survey: 92% report they know how to report a safety event in the system (increased from 83% in 2019.2020); 27% reported an event. Remained similar to previous years
<u>Wellness/Work environment</u>		
Work Hours	Action plans request by program and updates.	Report at GMEC meetings – quarterly review at minimum. *Ongoing.*
Balance Education/Patient Care	Collaboration with CIR regarding transport *ongoing*	CIR/Resident report at GMEC Monitor resident survey item annually Education compromised by non-physician obligations – 79% Vs Natl 88% Balance Service vs Education – 5% below national
	GMEC Resident/Fellow Council collaboration to address this area of concern. Working with clinic	CIR/Resident report at GMEC Monitor resident survey item annually *ongoing*
<u>Graduate information</u>		
Limited data on resident outcomes – practice and location	Explore creation of Alumni Group with HR. *in progress* Dr. Banks project to assess outcomes data on graduates *not completed – graduate contact*	Report annual graduation information on institutional survey- Collected data via annual institutional survey. Reported in AIR 2022 - Presented to GMEC 10.2022

	information data capture not reliable	
<u>GME Oversight/Support</u>		
NST programs for J-1 - new requirements	Create process for review, approval, an oversight of programs Complete application. *Completed*	Policy/process document development. *Completed and approved by GMEC* Review of NST programs by GMEC – approval and report in minutes *Completed. Minutes GMEC 12/2022.* *NST recognition received 1/2023*
GME Policy Manual	Review and update GME policies Supervision policy	• Present policies to GMEC for approval. *Reviewed/Approved Policies* • *International Rotation* • *Special Review Protocol* • *Nonstandard Training (NST) Oversight Policy and Procedure* • *Supervision Policy* • *Disaster Policy*
Program leadership support	Collaboration with institutions for added support for leadership	DIO review of requirements and monitor support provided. *Completed. Added support negotiated by DIO with sponsor and participating sites to meet requirements*

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GOALS for 2023-2024

Monitoring: *Progress monitored by DIO and Director of GME and reported to GMEC semiannually.*

Area to be addressed	**Action plan/Progress**	**Monitoring procedure**
Diversity		
Continue assessment and review of Diversity	Review of match demographics and outcomes. Review retention demographics	Provide update annually in GMEC regarding match demographics and retention review.
Education: Resident and Faculty Development		
Annual review of education requirements	Review annual mandatories – assess for redundancy and completion Assess effectiveness of annual mandatories - Fatigue, depression, burnout, and SUD Education on Health Care Disparities.	WeLearn Completion ACGME annual survey response Fatigue, depression, burnout, and SUD Education on HC disparities
Continue collaboration with Faculty affairs regarding faculty developments	Semiannual/quarterly faculty development	GMEC report on faculty development. ACGME survey response
Safety/Quality		
Participation in Patient safety analysis and disclosure of adverse event	Collaboration with JHS and UM risk to encourage participation and communication regarding cases. Assess program specific education and simulation.	Monitor annual participation in RCA Review annual ACGME and institutional survey

Enhance engagement in PS/Quality improvement	Patient safety event reporting. QI participation.	Annual institutional survey. Patient Safety event reporting data in GMEC
Limited safety event reporting	Work with safety and programs on reporting	% safety event reports from trainees Institutional Survey
Wellness/Work environment		
Work Hours	Action plans request by program and updates.	Report at GMEC meetings – quarterly review at minimum.
Balance Education/Patient Care and Education compromised by non-physician obligations –	Collaboration with CIR regarding transport Work with Jackson leadership on assessment of support and workforce	CIR/Resident report at GMEC ACGME survey
	GMEC Resident/Fellow Council collaboration to address this area of concern. Working with clinic	CIR/Resident report at GMEC ACGME survey
GME Space Limited	Review of GME Education and rest space – needs assessment/survey	Survey completion/ results
Graduate information		
Limited data on resident outcomes – practice and location	Explore creation of Alumni Group with HR. Revise method for collecting graduate data for future follow up	Report annual graduation information on institutional survey
GME Oversight/Support		
NST programs for J-1 - new requirements	Review and assess process for review, approval, an oversight of programs	Completion rate report to GMEC.

	Monitor evaluations of trainees/final evaluations	
GME Policy Manual	Review and update GME policies	Present policies to GMEC for approval.
Program leadership support	Collaboration with institutions for added support for leadership	Compliance with requirements.
Redundancy in ADS/APE content and process	Review and revise process to decrease redundancy	APE Template follow-up

Submitted by:

Yvonne Diaz, MD
Chair, GMEC and
Designated Institutional Official

APPENDIX 1A: Accreditation Status by Program 10.3.2023

program id number	specialty name	program position total approved*	total filled*	number of core faculty	accreditation status
0401121036	Anesthesiology	124	111	70	Continued Accreditation
0411113047	Adult cardiothoracic anesthesiology (AN)	3	4	4	Continued Accreditation
0451121004	Critical care medicine (AN)	4	3	8	Continued Accreditation
0431104001	Obstetric anesthesiology (AN)	1	1	3	Continued Accreditation
5301104003	Pain medicine	4	3	4	Continued Accreditation
0421131007	Pediatric anesthesiology (AN)	2	2	3	Continued Accreditation
0601113049	Colon and rectal surgery	1	1	5	Continued Accreditation
0801121026	Dermatology	23	23	22	Continued Accreditation
1001100094	Dermatopathology (D and PTH)	2	0		Continued Accreditation
0811108003	Micrographic surgery and dermatologic oncology (D)	1	1	2	Initial Accreditation
1101100193	Emergency medicine	45	43	20	Continued Accreditation
1201121087	Family medicine	24	23	7	Continued Accreditation
5401112119	Hospice and palliative medicine	5	5	6	Continued Accreditation
1271112138	Sports medicine (FP)	1	1	2	Continued Accreditation
1401121100	Internal medicine	138	125	23	Continued Accreditation
1591114027	Advanced heart failure and transplant cardiology (IM)	2	0		Continued Accreditation
1411121212	Cardiovascular disease (IM)	23	22	18	Continued Accreditation
1541121014	Clinical cardiac electrophysiology (IM)	3	3	3	Continued Accreditation
1431121141	Endocrinology, diabetes, and metabolism (IM)	8	7	4	Continued Accreditation
1441121176	Gastroenterology (IM)	18	17	12	Continued Accreditation
1511121010	Geriatric medicine (IM)	10	6	10	Continued Accreditation
1551121012	Hematology and medical oncology (IM)	19	15	14	Continued Accreditation

1461121165	Infectious disease (IM)	12	5	12	Continued Accreditation
1521121008	Interventional cardiology (IM)	3	3	7	Continued Accreditation
1481121151	Nephrology (IM)	10	10	12	Continued Accreditation
1561131015	Pulmonary disease and critical care medicine (IM)	25	25	24	Continued Accreditation
1501121125	Rheumatology (IM)	4	4	3	Continued Accreditation
5201118112	Sleep medicine	4	3	4	Continued Accreditation
1581114050	Transplant hepatology (IM)	2	1	8	Continued Accreditation
1301121049	Medical genetics and genomics	3	2	4	Continued Accreditation
1311113001	Medical biochemical genetics	1	0	3	Continued Accreditation
1601121019	Neurological surgery	21	21	5	Continued Accreditation
1801121026	Neurology	45	43	45	Continued Accreditation
1871121121	Clinical neurophysiology (N)	2	2	5	Continued Accreditation
1841118001	Epilepsy (N)	2	2	5	Continued Accreditation
5501118002	Neurocritical care (multidisciplinary)	5	5	4	Initial Accreditation
1831112021	Neuromuscular medicine (N)	2	1	5	Continued Accreditation
1881131029	Vascular neurology (N)	4	4	5	Continued Accreditation
2001121087	Nuclear medicine	4	3	6	Continued Accreditation
2201121070	Obstetrics and gynecology	36	32	10	Continued Accreditation
2251122001	Gynecologic oncology (OB)	3	3	3	Continued Accreditation
2301122003	Maternal-fetal medicine	6	6	6	Continued Accreditation without Outcomes
2351122002	Reproductive endocrinology and infertility	3	1	8	Initial Accreditation
2401111043	Ophthalmology	21	21	35	Continued Accreditation
2601121076	Orthopaedic surgery	35	35	30	Continued Accreditation
2611126040	Adult reconstructive orthopaedics (ORS)	1	1	3	Initial Accreditation

2631121013	Hand surgery (ORS)	2	2	4	Continued Accreditation
2701122016	Musculoskeletal oncology (ORS)	2	2	3	Continued Accreditation
2681121140	Orthopaedic sports medicine (ORS)	1	1	2	Continued Accreditation
2671121004	Orthopaedic surgery of the spine (ORS)	1	1	3	Continued Accreditation
2691112016	Orthopaedic trauma (ORS)	1	1	4	Continued Accreditation
2801121029	Otolaryngology - Head and Neck Surgery	20	20	27	Continued Accreditation
2861113009	Neurotology (OTO)	2	2	4	Continued Accreditation
3001121075	Pathology-anatomic and clinical	22	17	31	Continued Accreditation
3051121089	Blood banking/transfusion medicine (PTH)	1	1	1	Continued Accreditation
3071121024	Cytopathology (PTH)	2	2	6	Continued Accreditation
3111131083	Hematopathology (PTH)	2	2	6	Continued Accreditation
3151130001	Neuropathology (PTH)	2	0	1	Initial Accreditation
3161121026	Pediatric pathology (PTH)	1	1	1	Continued Accreditation
3011130099	Selective pathology (PTH)	1	1	2	Continued Accreditation
3011130100	Selective pathology (PTH)	1	1	2	Continued Accreditation
3011100089	Selective pathology (PTH)	3	5	7	Continued Accreditation
3011130097	Selective pathology (PTH)	2	2	3	Continued Accreditation
3201111056	Pediatrics	72	66	22	Continued Accreditation
3291121017	Neonatal-perinatal medicine (PD)	10	11	15	Continued Accreditation
3251121009	Pediatric cardiology (PD)	6	6	8	Continued Accreditation
3231121012	Pediatric critical care medicine (PD)	8	8	8	Continued Accreditation
3261121067	Pediatric endocrinology (PD)	3	4	4	Continued Accreditation
3321121067	Pediatric gastroenterology (PD)	3	3	4	Continued Accreditation
3271113089	Pediatric hematology/oncology (PD)	3	3	9	Continued Accreditation
3351131064	Pediatric infectious diseases (PD)	3	3	4	Continued Accreditation

3281121032	Pediatric nephrology (PD)	3	3	6	Continued Accreditation
3301121054	Pediatric pulmonology (PD)	3	3	2	Continued Accreditation
3401121107	Physical medicine and rehabilitation	24	24	26	Continued Accreditation
3471134001	Brain injury medicine (PM&R)	1	0	4	Continued Accreditation
3451121018	Spinal cord injury medicine (PM&R)	2	0	6	Continued Accreditation
3601121022	Plastic surgery	6	5	10	Continued Accreditation
3621100159	Plastic Surgery - Integrated	12	11	11	Continued Accreditation without Outcomes
3631121030	Hand surgery (PS)	2	2	3	Continued Accreditation
4001121051	Psychiatry	56	51	29	Continued Accreditation
4011121029	Addiction psychiatry (P)	3	1	4	Continued Accreditation
4051121027	Child and adolescent psychiatry (P)	10	9	4	Continued Accreditation
4061112052	Forensic psychiatry (P)	2	2	4	Continued Accreditation
4071121004	Geriatric psychiatry (P)	5	1	2	Continued Accreditation
4091113039	Consultation-liaison psychiatry (P)	3	1	7	Continued Accreditation
4301121023	Radiation oncology	12	10	16	Continued Accreditation
4201121049	Radiology-diagnostic	44	41	32	Continued Accreditation
4231121076	Neuroradiology (DR)	6	6	8	Continued Accreditation
4151100001	Interventional radiology - independent	4	4	13	Continued Accreditation
4161100004	Interventional radiology - integrated	15	15	34	Initial Accreditation with Warning
4401121074	Surgery	56	57	47	Continued Accreditation
4461144003	Complex general surgical oncology (GS)	4	2	11	Continued Accreditation
4421121004	Surgical critical care (GS)	7	7	18	Continued Accreditation
4501112124	Vascular surgery - independent (GS)	4	1	7	Continued Accreditation

4511100032	Vascular surgery - integrated	5	2	7	Continued Accreditation without Outcomes
4601121021	Thoracic surgery	4	3	8	Continued Accreditation
4801121036	Urology	20	15	19	Continued Accreditation
4861148001	Female pelvic medicine and reconstructive surgery (U)	2	0	3	Initial Accreditation
7001114086	Internal medicine/Pediatrics	20	20	12	Continued Accreditation

APPENDIX 1B: Program Citation Summary 10.2023

program id number	specialty name	Citations
0601113049	Colon and rectal surgery	1
1301121049	Medical genetics and genomics	3
1601121019	Neurological surgery	2
1801121026	Neurology	2
2001121087	Nuclear medicine	1
2301122003	Maternal-fetal medicine	2
2401111043	Ophthalmology	2
2601121076	Orthopaedic surgery	2
2611126040	Adult reconstructive orthopaedics (ORS)	3
2861113009	Neurotology (OTO)	1
3161121026	Pediatric pathology (PTH)	1
3601121022	Plastic surgery	2
4151100001	Interventional radiology - independent	3
4161100004	Interventional radiology - integrated	9
4401121074	Surgery	3

1. Institutional Support		
A.	A. Sponsoring institution	MG
	G. On-call rooms	MG
3. Prog Pers & Resources		
	B. Responsibilities of Program Director	OAR IRI
	D. Responsibilities of Faculty	MFM, NO, IRI
	E. Other Personel	CRS
	F. Resources	N
4. Education Program		
	E. Education Program-Didactics	PS
	G. Procedural Experience	NM, OPH , IRI
	H. Service to Education Imbalance	GS, MFM, PS
	I. Scholarly Activity	IRI
	J. Supervision	OAR
	K.1. 80 Hours per week	GS, N, OPH
	K.8. Oversight.	NS
5. Evaluation		
	A. Evaluation of Residents/Fellows	GS,PS, IR, IRI
	B. Evaluation of Faculty	OAR
	D. Performance on Board Exams	MG, NS, PHO, PP

LEARNING AND INNOVATION SUBCOMMITTEE AGENDA

WEDNESDAY, NOVEMBER 29, 2023
11:00 AM

IRA C. CLARK DIAGNOSTIC TREATMENT CENTER (DTC)
SECOND FLOOR, CONFERENCE ROOM 259
1080 N. W. 19TH STREET
MIAMI, FL 33136

Public Health Trust Board Rules

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the committee, shall be barred from further audience before the committee, unless permission to continue or again address the committee be granted by the Chairperson. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Board Room. Persons exiting the Board Room shall do so quietly.

The use of cell phones in the Board Room is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those seated around the board table, must exit the Board Room to answer incoming cell phone calls.

1 CALL TO ORDER

2 APPROVAL OF THE COMMITTEE MEETING MINUTES FOR JUNE 28, 2023

2.a

Meeting Minutes

3 JACKSON CENTER FOR ACADEMIC PARTNERSHIP UPDATE

4 VIRTUAL LEARNING PRESENTATION AND DEMONSTRATION - ***Susana Flores Villamil, Senior Director Clinical Learning and Development, Jackson Health System***

5 CALL TO ADJOURN

PUBLIC HEALTH TRUST BOARD OF TURSTEE ONE-DAY COMMITTEE MEETINGS

LEARNING AND INNOVATION SUBCOMMITTEE MEETING MINUTES

Wednesday, June 28, 2023
Followed the Joint Conference and Efficiencies Committee Meeting

Ira C. Clark Diagnostic Treatment Center
Conference Room 259

Learning and Innovation Subcommittee
Laurie Weiss Nuell, Chairwoman
Matthew J. Allen, Vice Chairman
Antonio L. Argiz
Amadeo Lopez-Castro, III
Walter T. Richardson
Carmen M. Sabater

Member(s) Present: Walter T. Richardson, Amadeo Lopez-Castro, III, Laurie Weiss Nuell, Carmen M. Sabater

Member(s) Excused: Antonio L. Argiz and Matthew J. Allen

In addition to the Committee members, the following staff members and Assistant Miami-Dade County Attorneys were present: Carlos A. Migoya,, Don S. Steigman, Julie Staub and Ellen Davis; Christopher Kokoruda and Kevin Marker Assistant Miami-Dade County Attorneys.

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1. CALL TO ORDER — Laurie Weiss Nuell, Chairwoman, Learning and Innovation Sub-Committee at 11:45 a.m.

2. APPROVAL OF THE SUBCOMMITTEE MEETING MINUTS FOR FEBRUARY 22, 2023

Walter T. Richardson moved approval;
seconded by Amadeo Lopez-Castro, III, and carried
without dissent.

3. VOLUNTEER PROGRAM UPDATE

Julie Staub, Executive Vice President, Chief of Human Resources, Jackson Health System (JHS) introduced Ellen Davis, Manager for Volunteer Services and recognize her and Ms. Tiffany Taylor for an outstanding program pre and post pandemic. Ms. Ellen Davis shared how volunteer program enriches lives, connects the community with JHS mission and provides moments of support for unforgettable stories and inspirations. The community connects through three main hands of care pathways; Traditional Volunteers, Group Volunteers and Corporate Partnership. Every volunteer have a story that shows their passion to give back, including four leg volunteers. Some volunteer services are: Hounds-On-Rounds Puppy Love, Grandparents Baby Huggers, Chi-Eta-Phi– retired nurses support group care package for adult patients, Mortgage Bankers Foundation parade and holiday gifts, Service with a Smile Ronald McDonald Hospitality Cart and Acapella Harmonies Miami Music Medics Disney Songs.

JHS is aspiring a new generation of volunteers. JHS relaunched part of volunteer program with Miracle Volunteers, and this week welcomed fifty VolunTeen to give back to patients, broad their futures and start their own JHS success stories.

One success story is JHS Volunteer Super Hero, Juan Manfredi, affectionately called Grandpa Juan. Grandpa Juan upon the death of his granddaughter, started his legacy to be grandpa to thousands of children at Holtz. He volunteered and provided toys and joy to children and families for almost 20 years, therefore, the Child Life Team, Jackson Health Foundation and Community Partners join every year for a toy drive to ensure every child at Holtz Children receive a gift from Grandpa Juan.

JHS legacy in giving back, paying it forward and fostering new community alliances has proudly partner with organization that are helping to build the future. Through corporate partnership program JHS has created new paths for employment opportunities that aligned with JHS Mission. One of JHS corporate founding partnerships is Cristo Rey Miami High School. A team of high school freshman's came to work each day and received career exposure, professional experience, mentorship and a vision for their future. Another partnership is Best Buddy International Jobs Program. This partnership supports talent of people with different learning and developmental abilities so they can contribute and make a difference in organizations, and JHS is proud to announce hired three buddies, two in guest service and one in supply chain, and they are thriving in their careers and performing independently.

MIRACLE SUMMER INTERN PROGRAM

The Jackson Miracle Internship Program, is a paid internship program, eight weeks long, which benefits and inspire Miami-Dade County residents looking at a future in the business side of healthcare. This signature program is partnership with Miami-Dade Board of Commissioners who each nominates a college student representing their district in a way that set course for careers. This internship is one of a kind and life changing. Special Thank You to Mr. Migoya for creating this program and supporting this initiative. This program began in 2015 and has graduated 87 interns, hired 10 and continue to impact the interns, JHS and the future of the community. Gabriela Spizale, current intern at Lynn Rehab Center and a senior at Layola University, express her experience and the value of internship for students. It provides insight on their interest and looks at future career. In addition, it's offering opportunity to become Certified Yellow Belt Six Sigma by completion of the program.

4. CALL TO ADJOURN

Laurie Weiss Nuell, Chairwoman, Learning and Innovation Sub-Committee at 11:57 a.m.

Meeting Minutes Prepared by: Adriana Pascal
Executive Assistant and
Secretary to the Public Health Trust Board of Trustees

PURCHASING AND FACILITIES SUBCOMMITTEE AGENDA

WEDNESDAY, NOVEMBER 29, 2023
11:00 AM

IRA C. CLARK DIAGNOSTIC TREATMENT CENTER (DTC)
SECOND FLOOR, CONFERENCE ROOM 259
1080 N. W. 19TH STREET
MIAMI, FL 33136

Public Health Trust Board Rules

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the committee, shall be barred from further audience before the committee, unless permission to continue or again address the committee be granted by the Chairperson. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Board Room. Persons exiting the Board Room shall do so quietly.

The use of cell phones in the Board Room is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those seated around the board table, must exit the Board Room to answer incoming cell phone calls.

1 CALL TO ORDER

2 APPROVAL OF THE SUBCOMMITTEE MEETING MINUTES FOR OCTOBER 25, 2023

2.a

Meeting Minutes

3 PURCHASING

3.a

Purchasing Report Summary

3.b

Competitive Contracts Awarded or Renewed Under the Chief Procurement Authority as of October 2023

3.c

Non-Competitive Contracts Awarded or Renewed Under $250,000 and Modifications Allowed Under CPO Authority as of October 2023

3.d

Key Performance Indicators (KPI) for Procurement

3.e

Procurement Regulation Revision

4 REAL ESTATE

4.a

Lease Agreement with the University of Miami for Use of Space at the Jackson Behavioral Health Hospital by the UM Department of Psychiatry and Behavioral Sciences

4.b

Lease Agreement with the University of Miami for Use of Space at Ambulatory Care Center-East by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases

4.c

Short-Term Lease Agreements with the University of Miami at Jackson Medical Towers

5 RESOLUTION RECOMMENDED TO BE ACCEPTED

5.a

RESOLUTION AUTHORIZING AND APPROVING AWARD OF BIDS AND PROPOSALS, WAIVER OF BIDS, AND OTHER PURCHASING ACTIONS FOR NOVEMBER 2023, IN ACCORDANCE WITH THE PUBLIC HEALTH TRUST'S PROCUREMENT POLICY, RESOLUTION NO. PHT 08/2020-041 - *Sponsored by Rosa Costanzo, Senior Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division.*

5.b

RESOLUTION AUTHORIZING AND APPROVING THE PROCUREMENT POLICY/REGULATION AS REVISED AND AMENDED ON NOVEMBER 29, 2023 -
Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

5.c

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 8,453 RENTABLE SQUARE FEET OF MEDICAL PROFESSIONAL OFFICE SPACE AT JACKSON BEHAVIORAL HEALTH HOSPITAL LOCATED AT 1695 NW 9TH AVENUE, THIRD FLOOR, MIAMI, FLORIDA FOR AN INITIAL FIVE-YEAR TERM, PLUS ONE (1), FIVE YEAR RENEWAL OPTION, FOR THE PURPOSE OF OPERTING THE UNIVERSITY OF MIAMI DEPARTMENT OF PSYCHIATRY AND BEHAVIORAL SCIENCES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRE THEREIN - *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System*

5.d

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 1,043 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT THE AMBULATORY CARE CENTER-EAST, LOCATED AT 1611 NW 12TH AVENUE, SUITE 154, MIAMI, FLORIDA, FOR A CUMULATIVE FOUR-YEAR TERM FOR THE PURPOSE OF OPERATING THE MIAMI CENTER FOR AIDS RESEARCH AND INSTITUTE FOR AIDS AND EMERGING INFECTIOUS DISEASES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN - *Sponsored by Rosa Costanzo, Senior Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division.*

5.e

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO NEGOTIATE AND EXECUTE NEW SHORT-TERM LEASE AGREEMENTS WITH THE UNIVERSITY OF MIAMI FOR SPACE CURRENTLY OCCUPIED BY THE UNIVERSITY AT JACKSON MEDICAL TOWERS, LOCATED AT 1500 NW 12TH AVENUE, MIAMI, FLORIDA, FOR A PERIOD OF UP TO ONE YEAR, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN - *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Chief Procurement Officer, Jackson Health System*

6 CALL TO ADJOURN

PUBLIC HEALTH TRUST BOARD OF TURSTEE ONE-DAY COMMITTEE MEETINGS

PURCHASING AND FACILITIES SUBCOMMITTEE MEETING MINUTES

Wednesday, October 25, 2023
Followed the Joint Conference and Efficiencies Committee

Ira C. Clark Diagnostic Treatment Center
Second Floor Conference Room 259
1080 N.W. 19th Street
Miami, Florida 33136

Purchasing and Facilities Subcommittee
Walter T. Richardson, Chairman
Carmen M. Sabater, Vice Chairwoman
Matthew J. Allen
Antonio L. Argiz
Amadeo Lopez-Castro, III
Laurie Weiss Nuell
Senator Alexis Calatayud

Ex-Officio Member
Martha Baker, RN, Executive Director, Services Employees International Union, Local 1991

Member(s) Present: Walter T. Richardson, Laurie Weiss Nuell, Antonio L. Argiz, Carmen M. Sabater, Senator Alexis Calatayud, Matthew J. Allen and Amadeo Lopez-Castro

Member(s) Excused: None

In addition to the Subcommittee members, the following staff members and Assistant Miami-Dade County Attorneys were present: Carlos A. Migoya, David Zambrana, Rosa Costanzo, Isa Nuñez; Christopher Kokoruda and Laura Llorente Assistant Miami-Dade County Attorneys

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1. CALL TO ORDER
Walter T. Richardson, Chairman Purchasing and Facilities Sub-Committee at 12:12 p.m.

2. APPROVAL OF THE SUBCOMMITTEE MEETING MINUTES FOR SEPTEMBER 27, 2023

Carmen M. Sabater moved approval;
seconded by Senator Alexis Calatayud and
carried without dissent.

3. PURCHASING

3.a Purchasing Report

Rosa Costanzo, Senior Vice President, Strategic Sourcing, Supply Chain Management and Chief Procurement Officer presented a summary of the October 2023 Purchasing Report. The Purchasing Report vetted and assembled by the Procurement Management Department with the participation of the directors and staff, all subject to review by the chief procurement officer, consultation with the executive staff and the president, and reviewed for legal sufficiency by the County Attorney's Office. Members of the subcommittee individually briefed regarding each of the proposed purchase agreements. Details of the items listed in the report were included in the agenda.

Proposed vendor requests for October 2023:

Vendor	**Amount**	
1. Canon Medical Systems USA, Inc.:	$477,078	For Five Years, added funds to contract
2. Globus Medical North America, Inc.:	$4,469,742	For Three Years, renewal of contract robotic system
3. Devicor Medical Products, Inc. d/b/a Mammotome, Inc.:	$459,000	For Three Years, renewal of contract supplies for diagnosing breast cancer and biopsies.
4. East Coast Transportation of South Florida, LLC:	$500,000	For One Year, one year contract, transportation needs for Ambulatory and Behavioral Heath as needed for discharge,
5. Healthcare Workforce Logistics, LLC:	$550,000	Cost Not-To-Exceed, new contract collaborating for statistic centralize staffing resource.
6. Conifer Patient Communications, LLC:	$5,220,000	For One Year, revenue cycle services.
7. SodexoMAGIC, LLC.:	$3,194,654	For Two Months extension.
8. AmeriCare Renal Center, LLC:	$1,432,000	For Six Months, add fund to contract for outpatient and new patient dialysis treatments.
9. Cross Country Staffing, Inc.:	$29,548,716	For One Year, exercise second renewal option.
10. Central Admixture Pharmacy Services (CAPS®):	$8,570,000	For Two Years, exercise first renewal of contract.
11. Medtronic USA, Inc.:	$356,150	For One Year, exercise first renewal of contract.
12. ArjoHuntleigh, Inc.:	$320,400	For Three Years, biomed repair service for specialty beds.
13. Q-Centrix, Inc.:	$1,155,466	For One Year, cardio vascular registry abstraction registry.
14. Partners Cooperative, Inc.:	$438,000	For Three years, procurement join cooperative non-profit hospital as part of business, to enhance prices in contracts, trend of spending and to bring forward savings.

Procurement completed an orderly administrative process with each item to bring the best value (cost, quality and outcome) with each project.

3.b Competitive Contracts Awarded or Renewed Over $100K for the Month of September 2023
3.c Non-competitive Contracts Awarded or Renewed Under $250K for the Month of September 2023
3.d Procurement Key Performance Indicators for the Month of September 2023
3.e Direct Payment for the Month of September 2023

4. REAL ESTATE

4.a

Land Exchange Agreement with the District Board of Trustees for Miami Dade College

5. FACILITIES

5.a

Isa Núñez, Vice President, Facilities Design and Construction presented Jackson Health System Capital Projects Quarterly Update.

Phase 1 expansion targeted for summer of 2025
Phase 2 renovation of existing Emergency Room (ER) which will become Pediatric ER, targeted for 3rd quarter of 2027

Key Projects Updates – Ongoing Constructions This Year
- North Wing Demolition
- Highland Pavilion demolition
- Hess Family Milk Bank at Holtz Children's
- DTC Vertical Expansion phase 3
- West Wing IT Closets
- Park Plaza West basement renovations for Jackson Medical Towers relocations
- Employee Heath and Employee services build out in Park Plaza East
- Behavioral Health anti-ligature renovations
- Garage and building 40 year structural repairs
- Perdue Medical Center 40-year structural repairs, roof, air handler and boiler

Design This Year and Work in Progress
- Jackson Memorial Hospital Emergency Department Expansion
- East Tower Pediatric Cath Lab
- ACC West basement, 1st floor, and 5th floor renovations
- Jackson South parking garage design-build
- Jackson South CT Scan Replacement
- Jackson South OR Cath Lab

Trustee Allen enquire regarding status of budget, Ms. Núñez stated that budget is being managed so far, there are some increase, will discuss with team regarding locking-in concrete contracts to secure lower cost.

6. RESOLUTIONS RECOMMENDED TO BE ACCEPTED

6.a

RESOLUTION AUTHORIZING AND APPROVING A WARD OF BIDS AND PROPOSALS, WAIVER OF BIDS, AND OTHER PURCHASING ACTIONS FOR OCTOBER 2023, IN ACCORDANCE WITH THE PUBLIC HEALTH TRUST'S PROCUREMENT POLICY, RESOLUTION NO. PHT 08/2020-041 *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System*

6.b

RESOLUTION DIRECTING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO l) NEGOTIATE AND FINALIZE A LAND EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY ("COUNTY") AND THE DISTRICT BOARD OF TRUSTEES FOR MIAMI DADE COLLEGE ("COLLEGE") FOR THE CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COUNTY-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 0l-3135-061-0010 TO THE COLLEGE IN EXCHANGE FOR THE COUNTY RECEIVING A CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COLLEGE-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 01-3135-106-0010 AND 2) SEEK BOARD OF COUNTY COMMISSIONERS' AUTHORIZATION FOR THE COUNTY MAYOR TO EXECUTE, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE LAND EXCHANGE AGREEMENT; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO SEEK ANY ADDITIONAL AUTHORIZATIONS AND TAKE ANY ACTION REQUIRED TO EFFECTUATE THE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System*

MOTION TO ACCEPT THE RESOLUTIONS WITH A FAVORABLE RECOMMENDATION TO THE FISCAL COMMITTEE

Antonio L. Argiz moved to accept the resolution; seconded by Matthew J. Allen, and carried without dissent.

7. CALL TO ADJOURN

Walter T. Richardson, Chairman, Purchasing and Facilities Subcommittee at 12:35 p.m.

Meeting Minutes Prepared by: Adriana V. Pascal
Executive Assistant and
Secretary to the Public Health Trust Board of Trustees

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Subcommittee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: November 29, 2023

RE: Purchasing Report

Recommendation
The following recommendations are made in accordance with the Trust's Procurement Regulation.

These items fully support our business operations and help the organization in its efforts to provide an excellent world class patient experience.

Scope
This report includes competitively solicited contract awards over $3,000,000, waivers of formal competition over $250,000 and other categories for Board approval as prescribed by the Procurement Regulation.

Fiscal Impact/Funding Source
The items included are part of the Trust's budget.

Track Record/Monitor
The Procurement Management Department along with the user departments and leadership support will track and monitor the responsibilities and obligations set forth in the contracts.

Background
The entire report has been vetted and assembled by the Procurement Management Department with the direct participation of the Director and staff, all subject to review by the Chief Procurement Officer, consultation with the Executive Staff and the President, and reviewed for legal sufficiency by the County Attorney's Office. Request is made for approval of the Purchasing Report, consisting of the following:

	Vendor	Amount		Chargeable
1.	Collection Agencies:	$85,000,000	For Three Years	No
2.	Wright Medical Technology, Inc.:	$5,908,219	Cost Not-To-Exceed	Yes
3.	ProHealth Pharmacy Solutions, LLC:	$8,664,906	For Five Years	Yes
4.	Otis Elevator Company:	$1,452,328	Cost Not-To-Exceed	No
5.	TK Elevator:	$454,641	Cost Not-To-Exceed	No
6.	Agiliti Surgical, Inc.:	$1,281,694	For Two Years	No
7.	Biosense Webster, Inc.:	$1,095,015	For Three Years	Yes
8.	OrganOx, Inc.:	$1,600,200	For Two Years	Yes
9.	Baxter Healthcare Corporation:	$779,540	Cost Not-To-Exceed	No
10.	Huntington Technology Finance, Inc.:	$1,114,030	Capital Purchase	No
11.	Cardinal Health 110, LLC:	$196,933,920	For One Years	Yes
12.	JOC Contracts:	$20,000,000	Cost Not-To-Exceed	No
13.	AvMed, Inc.:	$11,400,000	For Two Years	No
14.	Lung Bioengineering, Inc.:	$665,000	For Two Years	Yes

Procurement completed an orderly administrative process with each item to bring the best value (cost, quality and outcome) with each project.

Monthly Report of Competitive Contracts Awarded or Renewed under the Chief Procurement Officer Authority in Accordance to Procurement Regulations
October 2023
For Information Only (Greater than $100K)

Vendor Name	Description	Cost Center & Director/VP	PO Number	PO Date	Contract Value	Contract Term	Procurement Method/ Activity	UAP
Abbott Laboratories, Inc.	Chemistry/Immunochemistry reagents standing order	72105 Oscar Betancourt	100569684	10/12/2023	$ 107,113.16	7 Years	GPO Vizient Contract #LB0976	Yes
CDW Government, Inc.	July, August and September chargebacks and stock orders for minor equipment	92812 Scott Judd	100579036 100580773 100580767 100579034 100582991	10/12/2023	$ 579,740.43	10 Years	GPO Vizient Contract #IT0031	Yes
CDW Government, Inc.	RSA License renewal	80208 Scott Judd	100580294 SERV	10/23/2023	$ 661,248.00	10 Years	GPO Vizient Contract #IT0031	Yes
CDW Government, Inc.	Pure Storage Evergreen Gold subscription	92819 Scott Judd	100580783	10/25/2023	$ 104,350.00	10 Years	GPO Vizient Contract #IT0031	Yes
Cherokee Enterprieses, Inc.	Change order no. 1 to add additional scope to the North Wing abatement and demolition project	98007 Isa Nunez	100404777 CAPS	10/6/2023	$ 460,982.75	One Time	Miami Dade County Contract RTQ01064 **SBE-C 16%**	Miami-Dade
CINTAS Corp. No. 2	OTR No. 1 of the Agreemetn for reusable microfiber, garments and related accessories and services for various JHS locations including Perdue Medical Center, Jackson West, Jackson South, Jackson North, Jackson Main, MTI and Holtz	88704 Sybil Thomas 52066 Victor Gomez 83810 Ben Rodriguez 58460 Jacques Lagas 87007 Loyman Marin	2434112 2419083 2419854 2434261 2434271	10/16/2023	$ 362,420.07	3 Years	GPO Vizient Contract #EC1002	Yes
Comfort Tech Air Conditioning, Inc.	JOC 324.00 - replacement of multi-zone unit at the Jackson North Medical Center 1st floor pavilion	57021 Elizabeth Goncalves	100581546 CAPS	10/16/2023	$ 174,595.86	5 Years	Invitation to Bid JOC 16-14204-JE/MC-07 **SBE-C 5.04%**	Yes
DLT Solutions, LLC	Six month extension for continued license, support and maintenance of the Talent Management Solution.	92816 Leticia Ruiz	8111563	10/6/2023	$ 222,417.72	6 Months	State of Arizona, Maricopa County RFP No. 13120	Yes
F.H. Paschen, S.N. Nielson & Associates	JOC 333.00 - Fire Door Replacement project at Jackson North Medical Center	98007 Isa Nunez	100576584 CAPS	10/16/2023	$ 186,040.90	5 Years	Invitation to Bid JOC 16-14204-JE/GC-01	Yes
Harbour Construction, Inc.	JOC 266.01 - change order no. 1 to add additional scope related to installation of impact resistant doors and frames, and kitchen floor replacement at Perdue Medical Center	98007 Isa Nunez	100404050 CAPS	10/25/2023	$ 369,139.79	5 Years	Invitation to Bid JOC 16-14204-JE/GC-01 100% **SBE-C**	Yes
Hearing and Speech Center of Florida, Inc.	Six month extension to the Agreement for Physical Therapy, Occupational Therapy, Speech - Language Pathologist and Behavioral Analysis Therapy for the Jackson Pediatric Center	88355 Pedro Alfaro	8114143 SERV	9/20/2023	$ 266,602.90	3 Years	Request for Proposal	Yes
Hemocue America, a division of Radiometer America, Inc.	Fifteen (15) TC monitors, sensors and components for the Jackson Main Pediatric Administration	98009 Pedro Alfaro	100580441 CAP	10/23/2023	$ 161,129.10	5 Years	GPO Vizient Contract #LB0981	Yes
HKS Architects, Inc.	Change order no. 5 for professional A/E services for Jackson Memorial Medical Center Emergency Dept. expansion project	98007 Isa Nunez	100403763 CAPS	10/20/2023	$ 552,486.00	7 Years	Request for Qualifications **SBE-C 5.66%**	N/A
LEE Construction Group, Inc.	JOC 248 - change order no. 3 to add funds for additional concrete repair restoration needs at South Wing	80103 Isa Nunez	100403373 CAPS	10/16/2023	$ 475,437.74	5 Years	Invitation to Bid JOC 16-14204-JE/GC-01	Yes
LEE Construction Group, Inc.	JOC 289 - stucco repairs at Jackson West Medical Center	100 Isa Nunez	100585129 CAPS	10/27/2023	$ 138,977.74	5 Years	Invitation to Bid JOC 16-14204-JE/GC-01	Yes
Leica Microsystems, Inc.	Leica M530 OHX equipment for the Jackson Main Operating Room	66207 Alejandro Cid	100581618 CAP	10/17/2023	$ 255,717.72	5 Years	GPO Vizient Contract #CE3312	Yes

LPIT Solutions, Inc. dba TrackCore, Inc.	TrackCore Tissue Tracking System for Jackson Main, Jackson South, Jackson North and Jackson West Medical Centers	66207 Alejandro Cid 83701 Rhoda Huard 57021 Sherly Thomas 52021 Victor Gomez	100545847 SERV 200104508 SERV 300027244 SERV 400071920 SERV	10/10/2023	$ 117,537.00	2 Years	GPO Vizient Contract #IT0281	Yes
Nelco Architecture, Inc.	A/E services for window retrofitting at the Long Term Care Center	CAP08 Isa Nunez	100584449 CAPS	10/31/2023	$ 240,125.00	1 Year	RFQ A22-JHS-2 **SBE-C 49.43%**	Yes
PetNet Solutions, Inc.	Radioscopes used for PET/CT Scans for the Radiology Department	73706 Oscar Betancourt	100415162	10/6/2023	$ 163,000.00	5 Years	GPO Vizient Contract #DR0113 and LC17329	Yes
Roche Diagnostics Corp.	EBV, CMV, PCR reagents for the Microbiology Dept.	72105 Sallie-Anne Wright	100580084 100582715 100582716 100582717 100582718 100581142	10/26/2023	$ 197,918.10	6 Years	GPO Vizient Contract #LB0142	Yes
Siemens Industry, Inc.	Operating Room chilled water connection to Main Chiller Plant at Jackson North Medical Center	CAP03 William Seed	100577410 CAPS	10/6/2023	$ 109,733.00	10 Years	State of Florida DMS-14/15-003C-02	Yes
SodexoMagic, LLC	One month extension to the Hosptial Nutrition Services Agreement	98007 Oscar Betancourt 59340 Ryan Hawkins 83600 Andres Gonzalez 52065 Victor Gomez	300032235 SERV 100415558 SERV 200092989 SERV 100415567 SERV 100415567 SERV 100416770 SERV 100415847 SERV 400021659 SERV	10/3/2023	$ 1,666,070.00	3 Years	RFP22-21205-LS Modification **SBE-C 14.2%**	Yes
W.W. Grainger, Inc.	Materials for the Fire Door replacements at Jackson North Medical Cetner	CAP03 Jarred Galloway	100522215 CAPS	10/16/2023	$ 475,887.63	12 Years	GPO Vizient Contract #FM0020	Yes

3. "US Communities" means a contract competitively awarded by the U.S. Communities governmental purchasing alliance as a "cooperative contract".
4. "OTR" means "Option to Renew".
5. "Contract Value" corresponds to the fixed "Contract Term" that has been awarded or rewarded (not to future OTR's).
6. "RFP" means competitive Request for Proposals (or Qualifications) procurement process performed by the JHS Procurement Management Department.
7. "ITB" means competitive Invitation to Bid (or Quote) procurement process performed by the JHS Procurement Management Department.
8. "UAP" means User Access Program
9. "ODP" means Owner Direct Purchase, a tax exempt purchase made by JHS on behalf of our Construction Managers for building materials that will be incorporated into our capital projects.

AS - "AS" means a Jackson Health System approved standard

E Exclusion as per UAP program: i.e., Federal Grant, etc.

Yes Incorporated into the purchase as either discount on invoice or discount upfront

N/A No, did not apply to procurement. Either an emergency purchase or contract was executed or extended before UAP was implemented

*** Miracle Bond/PHT GOB Dollars**

Monthly Report of Non-Competitive Contracts Awarded Under 250K and Modifications Allowed Under CPO Authority
October 2023
For Information Only

Vendor	Description	Cost Center & Director/VP	PO Number	PO Date	Contract Value	Contract Term	Procurement Method/ Activity	UAP
AB Electric Motors and Pumps	Emergency replacement of East Tower cooling towers' VFD	64614 William Seed	18183784-0-EMER	10/31/2023	$ 21,071.00	One Time	Emergency	Yes
Ares Construction Corp.	Emergency underground pipe repair at the 3rd floor pavilion Med Surg Unit at Jackson North Medical Center	58480 Jared Galloway	300068201 EMER	10/20/2023	$ 28,750.00	One Time	Emergency **100% SBE**	Yes
ASE Telecom & Data, Inc.	Gate motor power and data installation for Jackson Behavioral Health Hospital's ED Gate Project	79828 Isa Nunez	100578843 CAPS	10/12/2023	$ 37,959.50	8 Years	Bid Waiver **SBE-C 79.02%**	Yes
Brite Painting & Waterproofing, Inc.	Emergency concrete waterproofing and sealing repairs at Highland Garage	80103 Richard Gamble	100582997 EMER	10/23/2023	$ 18,800.00	6 Months	Emergency **100% SBE**	Yes
Brophy Associates d/b/a Direct Digital Concepts	Global controller, wiring, conduit and programming for AHU #263.264 and three (3) Traitek 6900 Actuators	80103 Richard Gamble	100576336 100576337 SERV	10/5/2023	$ 32,154.50	One Time	Bid Waiver **100% SBE**	Yes
Cochlear Americas	Auditory ear implants	66207 Alejandro Cid	100582405	10/26/2023	$ 13,359.31	One Time	Bid Waiver Physician Preference	Yes
Cutting Edge Sales & Installation, Inc.	Vinyl flooring work for West Wing basement Pharmacy at Jackson Memorial Hospital	73005 Karen Pasternac	100576005 SERV	10/6/2023	$ 22,957.27	1 Year	Bid Waiver **100% SBE**	Yes
Cutting Edge Sales & Installation, Inc.	Flooring for corridor connecting to North Wing at Jackson Memorial Hospital	80103 Richard Gamble	100576006 SERV	10/3/2023	$ 14,203.19	1 Year	Bid Waiver **100% SBE**	Yes
Diane Roberts Consulting, LLC	Renewal of consulting services for the finance team for the Syntellis software	93113 Zuzel Jimenez	100422700 SERV	10/12/2023	$ 17,550.00	1 Year	Bid Waiver	Yes
FR Aleman and Associates, Inc.	Additional topographic survey services for the ED Expansion	98007 Oscar Betancourt	100403949 CAPS	10/25/2023	$ 19,741.40	One Time	Bid Waiver **100% SBE**	N/A
Healthcare Facility Solutions	Stretchers storage for Jackson North Medical Center	58480 Jared Galloway	300065857 SERV	10/12/2023	$ 47,976.24	1 Year	Bid Waiver	Yes
Highland Wireless Services, LLC	Bi-directional amplifier system coverage expansion for the Miami-Dade Corrections relocation to Central Building	100 Isa Nunez	100582636 CAPS	10/25/2023	$ 18,910.00	One Time	Bid Waiver	Yes
Hobart Corporation	Removal, storage and reinstallation of kitchen equipment from Perdue Medical Center due to floor repairs	100 Isa Nunez	100580378	10/19/2023	$ 21,160.00	3.5 Months	Bid Waiver Standardization	Yes
Immucor, Inc.	Standing order for reagents used in transfusion medicine services	72305 Sallie-Anne Wright	100576744	10/11/2023	$ 10,605.96	1 Year	Bid Waiver	Yes
Joint Commission Resources, Inc.	Custom education agreement for Environment of Care and Life Safety Base Camp	94008 Elvira Nasaysayan	100587440 SERV	10/16/2023	$ 29,250.00	2 Months	Bid Waiver	Yes
Kaufman, Hall & Associates, LLC	Neonatology planning assessment	99301 Alejandro Cid	100577666 SERV	10/2/2023	$ 155,300.00	1 Year	Bid Waiver	Yes
LivaNova USA, Inc.	Service repair for Heater/Cooler 3T	80302 Charles Berberette	100576583	10/4/2023	$ 13,578.40	One Time	Bid Waiver	Yes
Medtronic USA, Inc.	Five (5) Harmony TPV pumps for the Cath Lab Dept.	74207 Josen Thomas	100584078	10/23/2023	$ 207,500.00	One Time	Bid Waiver	N/A
Nox Medical, LLC	Sleep System for Jackson Main PEDI Sleep Study Program	64621 Pedro Alfaro	100398234 CAP	10/4/2023	$ 71,261.43	One Time	Bid Waiver	Yes

Monthly Report of Non-Competitive Contracts Awarded Under 250K and Modifications Allowed Under CPO Authority
October 2023
For Information Only

OEC Medical Systems, Inc.	Service agreement for four (4) GE/OEC Elicte C-Arms at Jackson Memorial Hospital	80302 Charles Berberette	100422644 SERV	10/31/2023	$ 206,130.00	3 Years	Bid Waiver	Yes
OEC Medical Systems, Inc.	GE/OEC Elite Digital Mobile C-Arm System for Jackson West's Operating Room	52021 Victor Gomez	400168276 CAP	10/27/2023	$ 237,685.50	33 Months	Bid Waiver	N/A
Scanlan International	Cardiac transplants instruments trays for Jackson Memorial Hospital	66207 Alejandro Cid	100580400	10/13/2023	$ 61,017.00	One Time	Bid Waiver Physician Preference	Yes
Southern Blossom, Inc.	Landscaping services for Jackson West Medical Center	52065 Victor Gomez	400022035 SERV	10/12/2023	$ 16,134.34	3 Months	Bid Waiver	N/A
Steede Medical	Recliners for the Jackson Surgical Administration Dept.	98007 Oscar Betancourt	100580693 CAP	10/17/2023	$ 99,952.70	One Time	Bid Waiver Standardization **100% SBE**	Yes
Werfen USA, LLC	Two (2) CerifyNow Systems (PRU) machines for Jackson Radiology Special Procedures Dept.	73615 Patricia Plair	100581894 CAP	10/19/2023	$ 19,998.00	One Time	Bid Waiver	Yes

Legacy System

Legacy system means a system including, but not limited to computer software, computer hardware, and biomedical equipment that are fully integrated into the daily operations of one or more departments or are considered strategic in nature or are unique to the provider, manufacturer, distributor, and / or provider. The Purchase of support, maintenance, upgrades, and necessary expansions of legacy systems shall not be subject to the requirements of the Procurement Regulation relating to competitive process.

Vendor	Description	Cost Center & Director/VP	Contract Number	Contract Date	Contract Value	Contract Term	Procurement Method/ Activity	UAP
American Medical Association	CPT Database upload for 2024	92815 Scott Judd	100582655	10/27/2023	$ 121,770.00	1 Year	Sole Source Legacy	Yes
Teletracking Technologies, Inc.	Capacity Management Suite for an Integrated Patient Throughput solution	92816 Leticia Ruiz	100578249	10/6/2023	$ 484,867.35	1 Year	Other Legacy	Yes

*** Miracle Bond/PHT GOB Dollars**

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Subcommittee

FROM: Rosa Costanzo, Sr. Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: November 29, 2023

RE: Resolution Authorizing and Approving the Revision of the Procurement Regulation

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Recommendation
The President and Chief Executive Officer recommends that the Board of Trustees authorizes and approves the revision of the Procurement Policy/Regulation ("Regulation").

Purpose
Revise the Procurement Regulation to streamline business processes, and increase the efficiency of doing business as a Health Care System.

Fiscal Impact/Funding Source
There is no direct fiscal impact as a result of the proposed revisions.

Track Record/Monitor
The Trust's procurement processes are overseen by Rosa Costanzo, Sr. Vice President for Strategic Sourcing and Supply Chain Management & Chief Procurement Officer.

Summary of Changes
The revision consists, but is not limited to, the following changes:

- All references to JHS President amended to read "CEO, or CEO's designee" to align with organizational structure.
- **Section II.B2, Application of Regulation, Exceptions** - revised to add the following:
  - Banking Services and/or Credit Card Merchant Service Agreements,
  - Contracting done by the JMH Foundation,
  - Payments required for accreditation and/or certification,
  - Agreements for exclusive laboratory reagents with Universities and/or Healthcare Systems,
  - Gift cards,
  - Increase the threshold for one-time non-recurring purchases from $1,000 to $7,500.
- **Section V.B.4A Competition for Small Purchases between $10,000 and $25,000** - amended to endeavor the receipt of a minimum of two quotations or the Award filed documented with reasonable efforts in order to move forward with Award.
- **Section VIII.F, Process, Electronic Commerce** - amended to include electronic procurement transactions of competitive sealed qualifications and informal proposals.
- **Section IX, Legacy Systems** - amended to add the purchase of licenses.
- **Section XI.A. Purchasing Report** – amended to increase the following thresholds:
  - Competitive Award Threshold from $3,000,000 to $5,000,000
  - Group Purchasing Organization Threshold from $3,000,000 to $5,000,000
  - Contract Renewals: Competitively Solicited Contracts Threshold from $3,000,000 to $5,000,000

- **Section XI.B. Reports –** amended to remove a listing of all payments made for Expert Consultant Services that are exempt from this Regulation.
- **Section XII.A Contract Award –** amended the contract thresholds as follows:
    - The Board shall approve:
        - All contracts of $5,000,000 or more. (Previously $3M); and
        - All contracts resulting from the Trust's participation in Group Purchasing Organization of $5,000,000 or more. (Previously $3M)
    - The Chief Procurement Officer shall approve:
        - All contracts less than $5,000,000; and
        - All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
        - All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts,
- **Section XII.C, Contract Renewal/Extension-** amended as follows:
    - Renewal of Competitively Solicited Contracts:
        - (a) The Board Authority threshold was amended from $3,000,000 to $5,000,000
        - (b) The Chief Procurement Officer may approve any renewal or extension of any contracts, provided the Board approved the original contract.
- **Section XII.C2, Renewal of Non-Competitive Contracts** - amended to include the Chief Procurement Officer as the approving authority for validated Sole Source contracts when the Board has approved the original contract.
- **Section XII.D1, Contracts, Change Orders and Contract Modifications -** amended to include Renewals and to allow the Chief Procurement Officer authority to approve and execute change orders and/or contract modifications for:
    - Goods and Services, including Professional Services do not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $4,000,000, whichever is less.
    - Construction of public improvements that do not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $6,000,000, whichever is less.
    - Incorporated Term Contracts provision as follows: When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

Section VIII.G, Process, Unauthorized Purchases – amended to remove President/CEO approval for unauthorized purchases.

Table of Contents

PART A. PROCUREMENT

I. Purpose

The purpose of this Regulation is to govern the procurement of goods, services and construction, including professional services, for the Public Health Trust ("Trust") who owns and operates Jackson Health System ("JHS"). This Regulation is advisory in that it is intended to provide guidance to Trust staff in the conduct of an orderly administrative process. Deviations from this Regulation shall not constitute grounds for protest or appeal by the persons affected by the activity at issue. It is the policy of the Trust to promote competition and transparency in public procurement. The Trust aims to provide equal access and opportunity to all suppliers and to facilitate nondiscriminatory business relationship by promoting, increasing and improving the diversity of vendors within the supply chain. All employees of the Trust, including, but not limited to, those specifically identified in this Regulation are directed to advance this Regulation.

II. Declaration of Intent and Scope

A. Authority and Effect
Public Health Facilities - Section 154.11, Florida Statutes, as amended; Sections 4.02 and 5.03(D), Miami-Dade County Charter; Public Health Trust - Chapter 25A, Code of Miami-Dade County; and Public Health Trust Procurement Policy Resolution. This Procurement Regulation supersedes and repeals the prior Public Health Trust Procurement Regulation and departmental rules and guidelines that may be contrary.

B. Application of this Regulation
1. This Regulation shall apply to all contracts for public improvements and the purchase of all goods and services, including professional services, made by the Trust, irrespective of the source of funds, except as otherwise provided by law.

2. Exclusions. This Regulation does not apply to:
   a. The purchase, lease or rental of real property and related licenses;
   b. Contracting by the Managed Care Division for providers of managed care services;
   c. Contracting by the JMH Foundation;
   d. Clinical Agency Agreements, inclusive of Hospital Based Physician Services as defined in this Regulation;
   e. Services provided by Miami-Dade County;
   f. Operating and/or Affiliation Agreements with Teaching Facilities, Universities and/or Healthcare Systems;
   g. Agreements for exclusive Laboratory Reagents with Universities and/or Healthcare Systems;
   h. Agreements for the Re-hire of Trust employees as independent consultants to meet specialized needs and Ambassador Agreements for JMH International;
   i. Dues, memberships and registration fees and associated membership materials in trade and professional organizations
   j. Sponsorships and donations with non-for-profit organizations;
   k. Fees and costs of job-related educational seminars and trainings for JHS employees;
   l. Subscriptions for periodicals, including educational material for JHS employees;
   m. Advertisements;
   n. Postage;
   o. Utility Services;

p. Employee expense reimbursement including travel, training, petty cash and/or relocation;
q. Reimbursable employee candidate travel expense;
r. Organ acquisition, registry, surgeon, physician and transplant fees;
s. Payments required by Ordinance, Statute, Interlocal or Interdepartmental Agreements;
t. Payments required for accreditation and/or certification.
u. Entertainers, performers, speakers, and works of art;
v. Trust-sponsored events at hotels, motels, restaurants, or other similar venues.
w. Risk management settlements;
x. Services provided by Expert Consultants including, but not limited to, those rendered by arbitrators, hearing officers, experts, and counsel retained or obtained by the County Attorney's Office on behalf of the Trust and other legal fees;
y. Trust and Grant Agreements;
z. Lobbyist Service Agreements;
aa. Marketing Service Agreements;
bb. Banking Services and/or Credit Card Merchant Service Agreements;
cc. Gift cards;
dd. Emergency procurements initiated by the Executive Office under $100,000;
ee. All one-time non-recurring purchases of $7,500 or less;

3. Direct Payment. All Exclusions as stated in Section B2 above shall be considered appropriate for direct payment.

III. Definitions

The following words, terms and phrases defined in this Regulation shall have the meanings set forth below whenever they appear in this Regulation, except where:

i. the context in which they are used clearly requires a different meaning; or
ii. a different definition is prescribed for a particular Section or provision.

The words, terms and phrases defined in this Regulation shall be interpreted to include either the singular or the plural where applicable. Words not defined shall be given the meaning provided under their common and ordinary meaning unless the context suggests otherwise.

Additional Service Allowance means a predetermined dollar amount or percentage of a contract for architectural, engineering, landscape architectural, or survey and mapping services held for unpredictable changes in the project.

Award means the acceptance by the Trust of a vendor's offer, which formalizes a contract, which may include, as applicable:

i. the decision by the Board to accept a contractor's bid, proposal or offer;
ii. the authorization of the CEO or designee by the Board to execute a contract on behalf of the Trust; or
iii. the decision by the Chief Procurement Officer to accept a contractor's bid, proposal or offer by execution of a contract or issuance of a purchase order.

Bid means an offer submitted by a vendor in response to an Invitation to Bid issued by the Trust.

Board means the governing board of the Public Health Trust.

Business Day means Mondays through Fridays, excluding legal holidays as recognized by Miami-Dade County government.

Change Order means a written alteration to a contract or purchase order, executed by the Chief Procurement Officer, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

Clinical Agency Agreement means a strategic relationship between a physician or group of physicians and the Trust, which may or may not involve the purchase of assets of the physician practice or a management services agreement.

Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering or repairing of a public improvement.

Contingency Allowance means a predetermined dollar amount or percentage of a contract for construction held for unpredictable changes in the project.

Contract means all types of Trust agreements, regardless of what they may be called, authorized under this Regulation for the procurement of goods, services or construction.

Contract Documents means an agreement between an owner and contractor for construction, conditions of the contract, drawings, specifications, change orders, contract modifications and any other documents referenced therein. For the purpose of this definition, “Owner” shall mean the Public Health Trust or the Jackson Memorial Foundation providing a public improvement to support the Trust.

Contract Modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person having a contract with the Trust.

Dedicated Allowance means a fixed sum for a specific portion of the work determined by the architect/engineer in advance of bidding to be used by all bidders in their bids or proposals.

Director, Supplier Diversity and Small Business Enterprise Program means any individual appointed by the Chief Procurement Officer to administer the Small Business Enterprise Program on behalf of the Trust.

Electronic Signature means a manual or electronic identifier or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same full force and effect as manual signature [Florida Statutes, Chapter 668, Part I, The Electronic Signature, Act of 1996, as amended].

Emergency Procurement means a purchase based upon an unexpected turn of events that causes an immediate danger to public health and safety; an immediate danger of loss of public property or an interruption in the delivery of an essential government service; or when the time required to complete a competitive process authorized by this Regulation would create an adverse economic or operational impact upon the Trust compromising the delivery of services to Trust patients including, but not limited to, the loss of grant funding, lost revenues or non-

compliance with regulatory requirements.

Expert Consultant means an individual(s) or firm acting as independent contractors retained or obtained by the County Attorney's Office or the CEO, or designee on a contract basis with a specific term for the purpose of performing specialized defined tasks that require knowledge, skills and training not otherwise available to the Trust by temporary or permanent members of the classified or unclassified service and which tasks, by their nature, require independent and autonomous judgment. Contracts for services provided by Expert Consultants exceeding $250,000 shall be approved by the Board.

Goods means all personal property, medical or non-medical in nature, including, but not limited to, equipment, materials, pharmaceuticals, printing and insurance; excludes services and real property.

Group Purchasing Organization (GPO) means an entity that aggregates the purchasing volume of members, such as hospitals and other health-care providers, to leverage discounts with manufacturers, distributors and other vendors and to realize administrative savings and efficiencies.

Invitation to Bid (ITB) means all documents, whether attached or incorporated by reference, utilized for soliciting bids in excess of the dollar thresholds established for small purchases.

Legacy System means a system including, but not limited to, computer software, licenses, computer hardware, and biomedical equipment that are fully integrated into the daily operations of one or more departments or are considered strategic in nature or are unique to the producer, manufacturer, distributor and/or provider.

Option to Renew means an option in a contract that allows the Trust to unilaterally continue the contract for an additional term.

Person includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups, entities or combinations.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services or construction within the scope of this Procurement Regulation. It also includes all functions that pertain to the obtaining of any supply, service or construction, including, but not limited to, description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Procurement Directors means the Sr. Director of Procurement Services and/or the Director of Procurement Construction Services as appointed by the Chief Procurement Officer.

Procurement Officer/Specialist means any person duly authorized by the CEO or Chief Procurement Officer to manage the procurement process and administer contracts and make written determinations or recommendations with respect thereto.

Professional Services mean (a) any type of personnel service which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization; (b) services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of

services alone; and (c) services rendered by members of a recognized profession or persons possessing a specialized skill. Such services are generally acquired to obtain information, advice, training or direct assistance. These services shall include, but not be limited to, services customarily rendered by, auditors, accountants, software and system applications, electronic, technology, technical and management consultants, appraisers, and medical-related providers.

Proposal means an executed document submitted by an offeror in response to a Request for Proposals to be used as the basis for negotiations for entering into a contract.

Public Improvement means a project for construction, reconstruction or renovation on real property operated and maintained by the Trust, whether permanent or not, especially one that increases its value or utility or that enhances its appearance.

Public Notice means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and Internet site(s) designated by the Trust and maintained for that purpose.

Public Procurement Unit means any unit or association of units of federal, state or local government; any public authority which has the power to tax; any public entity created by statute; or any entity which expends public funds for the procurement of goods, services or construction.

Regulation means this Regulation or procedure that is made part of the Trust's Administrative Policy and Procedure Manual which can be revised at the discretion of the CEO, or CEO's designee.

Release Order means an authorization given to a supplier to furnish a specified quantity of goods or services against an established contract.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals.

Request for Qualifications (RFQ) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals without considering price.

Responsible Bidder or Offeror means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

Responsive Bidder means a person who has submitted a bid that conforms in all material respects to the solicitation.

Reverse Auction means a procurement method wherein bidders, anonymous to each other, electronically submit real-time bids on designated goods and services.

Services mean the furnishing of labor, time, or effort by a contractor.

Specifications mean any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Term Contract means an indefinite quantity contract to furnish goods or services for a specified period of time at agreed upon unit price(s).

Work means the construction and services required by the contract documents for a public improvement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations.

IV. Procurement Organization

A. Division of Strategic Sourcing and Supply Chain Management
   1. There is hereby created the Division of Strategic Sourcing of the Public Health Trust (the "Division"), headed by a Senior Vice President. The Procurement Management Department within the Division shall be responsible for the procurement of goods and services including construction, and professional services, on behalf of the Trust in accordance with this Regulation.

B. Chief Procurement Officer
   1. The CEO, or CEO's designee, shall appoint the Senior Vice President of the Division who shall be the Trust's Chief Procurement Officer. The Chief Procurement Officer shall perform the duties of the principal public purchasing official for the Trust and shall be responsible for the procurement of goods, services, materials and construction in accordance with this Regulation and such other duties as assigned. The Chief Procurement Officer shall:
      a. Procure or supervise the procurement of all public improvements, goods, materials, and services, including professional services, needed by the Trust;
      b. Solicit and advertise for bids and proposals for public improvements, goods, materials and services, including professional services, without the need for action by the Board;
      c. Establish and maintain programs for the inspection, testing, and acceptance of goods, services, and construction; and
      d. Ensure compliance with this Regulation by reviewing and monitoring procurements conducted by any person to whom he or she has delegated authority under this Regulation.

   2. The Chief Procurement Officer may delegate the authority assigned or delegated by this Regulation to designees in writing.

V. Procurement of Goods and Services

A. Methods of Source Selection
   1. The Chief Procurement Officer shall select the method of solicitation based on the application of the guidelines set forth in this Regulation. Unless otherwise authorized by law, Trust contracts shall be awarded in accordance with one of the following methods:
      a. Small Purchases;
      b. Invitations to Bid;
      c. Requests for Proposals/Qualifications;
      d. Revenue Generating and Concession Contracts;
      e. Cooperative Purchasing; or
      f. Group Purchasing Organizations;

B. Small Purchases

1. Any procurement of goods and services, including professional services, not exceeding an aggregate total of $250,000, including all renewal and extension options may be made in accordance with the small purchase procedures.

2. Where goods, services or construction items may be obtained under current Trust contracts priority shall be given to purchases under these contracts to promote product standardization.

3. Competition for Small Purchases under $10,000
   a. Verbal or written competition for small purchases under $10,000 is at the discretion of the Procurement Officer/Specialist. The Procurement Officer/Specialist shall endeavor to maximize the utilization of Small Business Enterprises on such purchases.

4. Competition for Small Purchases between $10,000 and $25,000
   a. In the purchase of goods or services estimated to cost between $10,000 and $25,000, no less than three (3) vendors shall be solicited to submit verbal or written quotations. The Procurement Officer/Specialist shall endeavor to receive a minimum of two quotations in order to move forward with Award. If fewer than two quotations are received, the Procurement Officer/Specialist shall document the Award file with the reasonable efforts made. Award shall be made to the vendor offering the lowest acceptable quotation. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.
   b. A record of each quotation shall be recorded and maintained as a public record. The record shall include, as applicable, the vendor number (if registered), vendor name, address, telephone number and contact person; the unit and extended price for each item quoted, the delivery time, payment terms and delivery terms; the name of the Trust employee soliciting the verbal quotation.

5. Written Competition for Small Purchases in excess of $25,000
   a. In small purchases of goods and services estimated to cost over $25,000, no less than three (3) vendors shall be solicited to submit written quotations. A request for quotations shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Quotations shall be submitted in writing. Award shall be made to the lowest responsive and responsible vendor according to the criteria set forth in the request for quotations. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.

6. Informal Requests for Proposals
   a. Any procurement that is estimated not to exceed $250,000 and in the best interest of the Trust may be made by an evaluation of factors other than price and may be informally solicited. The Procurement Management Department may solicit written proposals from no less than three (3) potential vendors through a Request for Proposals. The Procurement Director(s) may award a contract to the offeror whose proposal is determined most advantageous to the Trust in accordance with the criteria set forth in the solicitation. The Procurement Director(s) may solicit the advice of Trust technical, professional and the County Attorney's Office. Convening of a selection committee is not required.

C. Invitations to Bid

1. When the estimated amount of the procurement exceeds $250,000 and the good or service procured may be properly evaluated on the basis of price as the determining factor, the Chief Procurement Officer shall issue an Invitation to Bid.

2. Low Tie Bids
   a. Low tie bids are low responsive bids from responsible bidders that are identical in price after appropriate application of all price adjustments, such as those for a Small Business Enterprise or local business, and that meet all the requirements and criteria set forth in the Invitation to Bid. Low tie bids shall be evaluated and resolved based upon the application of the following tie breakers in order of precedence:
      i. if the bidder is a small business enterprise, as applicable, as certified by Miami-Dade County;
      ii. if the bidder is a local business as defined in Section 2-8.5 of the Miami-Dade County Code, as amended;
      iii. if the Chief Procurement Officer determines that selection of a particular bidder or bidders is in the best interests of the Trust because of product, service, delivery, qualifications or past performance; or
      iv. by drawing lots.

3. Determination of Lowest Bidder
   a. Bids will be evaluated to determine which bidder offers the lowest cost to the Trust in accordance with the evaluation criteria set forth in the Invitation to Bid.
   b. Only objectively measurable criteria shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, discounts, transportation costs, and ownership or life cycle cost formulas.

D. Requests for Proposals/Qualifications

1. The Trust shall use a Request for Proposals or Qualifications when the purposes and uses for which the commodity or contractual service being sought can be specified and the Trust is capable of identifying necessary deliverables, the good or service procured may not be properly evaluated on the basis of price alone as a determining factor, and the estimated amount of the procurement exceeds $250,000. Examples of solicitations which may be made a Request for Proposals or Qualifications include, but are not limited to, the following:
   a. Procurement of Professional Services, defined in this Regulation.
   b. Procurement of construction manager-at-risk, design-build and job order contract project delivery methods specified in Section VI. (Procurement of Construction, Design and Engineering Services);
   c. Procurement of high technology, electronic, software, and system applications that are available from a limited number of sources.

2. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Trust taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Chief Procurement Officer. The Chief Procurement Officer may approve, reject or ask the selection committee to re-evaluate proposals. The Chief Procurement Officer shall be authorized to proceed with the award or reject all bids.

E. Revenue Generating and Concession Contracts
1. Revenue generating and concession contracts shall be awarded in accordance with the provisions of this Regulation.

2. Price shall be evaluated on the basis of the highest return to the Trust as defined within the solicitation document.

F. Cooperative Purchasing
1. The Trust may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services or construction with one or more Public Procurement Units in accordance with an agreement entered into by the participants.

2. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other entities.

3. All cooperative purchasing conducted under this Section shall be through contracts awarded though full and open competition, including use of source selection methods substantially equal to those set forth in this Regulation. Purchasing conducted under this Section shall not constitute a waiver of formal competition.

4. Subject to the provisions of the cooperative purchasing contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of standard provisions such as, but not limited to UAP, OIG and further price reductions where permitted.

G. Group Purchasing Organizations
1. The Trust recognizes purchases made through Group Purchasing Organizations as a best practice in hospital purchasing nationwide with associated efficiencies, savings and speed.

2. The Trust may participate in one or more Group Purchasing Organizations (“GPO”), which shall be selected competitively in accordance with this Regulation.

3. As a condition of the Trust’s participation in a GPO, the GPO shall whenever possible solicit bids and proposals from certified Small Business Enterprises and local Miami-Dade vendors, and shall cooperate with the Trust in the facilitation of participation of those vendors at all tiers of Trust purchases under GPO contracts.

4. Subject to the provisions of the GPO contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of UAP, OIG fees and further price reductions where permitted.

VI. Procurement of Construction, Design and Engineering Services

A. Jackson Health System Capital Expedite Program
1. Applicability, “Jackson Health System Capital Expedite Program,” Section 2-8.2.14 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust pursuant to this Section.

B. Construction
   1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services, shall have the discretion to select one of the following project delivery methods for construction projects:
      a. Design-bid-build;
      b. Construction Manager;
      c. Construction manager-at-risk;
      d. Design-build;
      e. Job order contract;
      f. Miscellaneous construction contract;
      g. Small purchases in accordance with this Regulation

   2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In addition, the Trust may procure the services through the use of the County's Miscellaneous Construction Contract, subject to applicable dollar thresholds for those programs.

   3. Any construction project, excluding electrical work, not exceeding $250,000 may be made in accordance with the small purchase procedures of this Regulation. For electrical work, the small purchase threshold shall not exceed $75,000 adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009 to January 1 of the year in which the project is scheduled to begin.

   4. The Trust shall adhere to the requirements of Section 255.20 of Florida Statutes regarding public construction works.

C. Design and Engineering Services
   1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services, shall have the discretion to select one of the following project delivery methods for design and engineering projects:
      a. Request for Qualifications;
      b. Design-Build:
      c. Equitable Distribution Pool;
      d. Small purchases in accordance with this Regulation

   2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In additions, the Trust may procure the services through the use of the County's Equitable Distribution Pool, subject to applicable dollar thresholds for those programs.

   3. The Trust shall adhere to the requirements of Section 287.055 of Florida Statutes (the "Consultants' Competitive Negotiation Act") in the procurement of all services covered by such act.

D. Sales Tax Exemption Program for County Construction Contracts

1. Applicability. "Sales Tax Exemption Program," Section 2-10.7 of the Miami-Dade County Code, as amended, shall apply to construction contracts solicited and awarded by the Trust. The term "County" shall include the Public Health Trust.

2. Administration of Ordinance. In Sections (b) and (c) of Section 2-10.7, substitute: "Chief Procurement Officer" for "Mayor or County Mayor"; and "Board of Trustees" for "Board of County Commissioners."

VII. Waiver of Formal Competition

A. Non-Competitive Procurement

1. A contract may be awarded without competitive bids or proposals in accordance with this Section. A bid waiver is appropriate when the Chief Procurement Officer, after conducting a review of available sources, determines in writing, pursuant to a written request from a Senior Vice President or Vice President setting forth the justification for a bid waiver, that a waiver of competitive bids is in the best interest of the Trust. The Chief Procurement Officer, with the assistance of affected departments, shall conduct negotiations, as appropriate, as to price, delivery and terms. The Director, Supplier Diversity and Small Business Enterprise Program, or designee, shall advise the Chief Procurement Officer as to whether Small Business Enterprise Goods and/or Services goals shall be applied to any non-competitive procurement in excess of $100,000. Competitive bids may be waived when determined to be in the best interest of the Trust and include, but are not limited to the situations set forth below:
   a. There is only one source for the required supply, good, service or construction item;
   b. A Physician or Clinical Professional requests a specific item or service without which the patient care cannot be rendered successfully;
   c. A supply or service has become of standard use throughout the Trust; or
   d. Non-competitive contracts awarded by Public Procurement Units.

2. Determination. The Chief Procurement Officer or designee may reject any incomplete or insufficient justification. The Chief Procurement Officer shall make a written determination as to whether the procurement shall be made using sole source, bid waiver or proprietary specifications after conducting a review of available goods or services. The written determination shall be included in any award recommendation to the CEO and Board.

3. The Board. All non-competitive contracts of $250,000 or more shall be submitted to the Board for approval.

B. Emergency Procurement

1. The CEO, or CEO's designee, Chief Procurement Officer, or any Senior Vice President or Vice President of the Trust may make or authorize others to make Emergency Procurements subject to the following provisions:
   a. The Emergency Procurement shall be limited to those goods, services or construction items necessary to meet the immediate emergency;
   b. Approval by the Trust's Executive CFO and COO shall be required for all non-excluded emergency requests under $500,000;
   c. Approval by the Trust's Executive CFO and CEO or CEO's designee shall be required for all emergency requests over $500,000;
   d. Whenever practicable, approval by the Chief Procurement Officer shall be obtained prior to the procurement;

e. Emergency Procurements shall be made with such competition as is practicable under the circumstances;
f. Whenever possible, prior to the initiation of an Emergency Procurement, the head of the using department shall submit to the Chief Procurement Officer a purchase request for the goods, services or construction needed along with a written determination as required by this Regulation. Should time preclude a written request and determination, the head of the using department shall make every reasonable effort to immediately advise the Procurement Management Department of the emergency by telephone, or e-mail;
g. The Procurement Management Department shall be notified of the emergency in writing with the required emergency justification and requisition as soon as possible, but not more than seven (7) Business Days after the initial action;
h. To the extent practicable, Finance shall certify the availability of budgeted funds prior to award. Where time or circumstances preclude advance approval, Finance shall be notified of the Emergency Procurement within seven (7) Business Days.

2. All Emergency Procurements of $250,000 or more shall be submitted to the Board for ratification as soon as possible following the procurement.

3. Notwithstanding any provision of this section to the contrary, Emergency Procurements initiated by the Executive Office under $100,000 shall remain excluded from this regulation pursuant to Section II(B)(2)(w).

C. Architectural, Engineering and Other Services Covered by the Consultants' Competitive Negotiation Act
1. Contracts for the purchase of services covered under Section 287.055, which exceed the thresholds set forth in the Statute requiring competitive negotiation, shall be exempt from compliance under those requirements only where a valid pubic emergency is declared by the CEO, or CEO's designee, of the Trust.

VIII. Process

A. Purchase Requisitions
1. Except as otherwise authorized in this Regulation, all purchases excluding Release Orders to term contracts shall be made by submission of a requisition to the Procurement Management Department. Prior to submission, requisitions shall be approved as follows:
a. All requisitions shall be approved by the head of the department initiating the requisition.
b. All requisitions of $25,000 or more shall be approved by the responsible Vice President.
c. All requisitions of $250,000 or more shall be approved by the responsible Senior Vice President and/or Chief Operating Officer.
d. All requisitions of $3,000,000 or more shall be approved by the responsible Executive Vice President.
e. All funds required for the purchase of goods and services will be committed and allocated for a specific requisition. Allocated funds will be verified by Finance and once an award is made, the funds may be encumbered by the User Department for ordering the awarded products or services.

B. Responsibility of Bidders and Offerors
1. Before award of a contract, the Trust must be satisfied that the prospective contractor is responsible. Factors to be considered in determining contractor responsibility include:

a. Availability of the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
b. A satisfactory record of performance with the Trust and Miami-Dade County;
c. A satisfactory record of integrity; and
d. Qualified legally to contract with the Trust.

2. The prospective contractor shall supply information requested by the Procurement Officer concerning responsibility within a reasonable time period as established by the Procurement Officer. If such contractor fails to supply the requested information in a timely manner, the Procurement Officer may consider such failure in the determination of responsibility and shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if such failure is unreasonable.

3. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, the Chief Procurement Officer shall issue a written determination of non-responsibility setting forth the basis of the finding which may include a contractor's failure or refusal to supply any requested information or documentation.

C. Selection Committees

1. Selection committees shall be utilized for the evaluation of statements of qualifications, technical offers, and proposals in competitive procurement processes of the Trust.

2. The Chief Procurement Officer shall, in his or her discretion, appoint selection committees comprised of three, five or seven voting members. The chairperson of the selection committee shall be an additional non-voting member from the professional procurement staff of the Procurement Management Department. Any selection committee formed to evaluate a response to a Request for Proposals or Request for Qualifications for construction with a Small Business Enterprise-Construction selection factor goal shall include a voting representative from the Miami-Dade County Internal Services Department, Division of Small Business Development.

3. The Chief Procurement Officer may appoint alternate or substitute members to a selection committee as the Chief Procurement Officer deems necessary. The Chief Procurement Officer may also allow a selection committee to operate with a reduced number of voting members when appointed members are unavailable to serve and the appointment of alternate members would in his or her discretion compromise or unreasonably delay the procurement process.

4. The Procurement Management Department will provide appropriate instructions and training regarding the roles and responsibilities of selection committee members, including applicable laws, policies and regulations.

5. Performance of Selection Committees
   a. Prior to serving on the selection committee, each member shall execute a Conflict of Interest Certification Form.
   b. Selection committees may, through and with the consent of the Procurement Officer, solicit expert advice from other Trust staff, County Attorney's Office and outside experts in their deliberations.

c. "Taping of Selection Committee and Negotiation Committee Proceedings Required," Section 2.8.1.1.1 of the Miami-Dade Code, as amended, shall apply to selection committee meetings.

D. Pre-qualification

1. Prospective bidders or offerors may be pre-qualified for particular types of goods, services or construction. The method of submitting pre-qualification information shall be determined by the Chief Procurement Officer. Such pre-qualification, however, is subject to subsequent review and does not necessarily constitute a finding of responsibility for any particular contract award nor does it guarantee an amount to be awarded.

E. Cancellation of Invitations to Bid or Requests for Proposals

1. An Invitation to Bid, a Request for Proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Trust.

2. When bids or proposals are rejected, or a solicitation canceled after bids or proposals are received, the bids or proposals that have been opened shall be retained in the procurement file. If unopened, a photocopy of the outside of the envelope shall be retained in the procurement file, and the bid or proposal returned to the bidder or offeror.

3. Cancellation of any solicitation, and the rejection of all bids or proposals, at any time, shall not be subject to protest.

F. Electronic Commerce

1. The Trust may, to the fullest extent permitted by law, conduct procurement transactions by electronic means or in electronic form including, but not limited to, the advertising and receipt of competitive sealed bids, competitive sealed proposals, competitive sealed qualifications, informal proposals, and informal quotations.

2. The Trust may award contracts for goods and non-professional services by reverse auction. During the bidding process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established by the solicitation. Award shall be made to the lowest responsive, responsible bidder. The Trust shall be entitled to rely on Electronic Signatures to the fullest extent permitted under law.

G. Unauthorized Purchases

1. An unauthorized purchase is a purchase or commitment of funds by an employee that does not have the authority to do so, or a purchase or commitment of funds by an authorized employee but not in accordance with applicable law and this Regulation.

2. Unauthorized purchases shall be subject to the following:
   a. Payment for any unauthorized purchased may be deemed the personal responsibility of the employee that made the purchase or commitment;
   b. The employee may be subject to disciplinary action up to and including termination; and
   c. The department director and vice president having responsibility over the unauthorized purchase shall provide a complete written justification for the unauthorized purchase to the Executive VP CFO and to the Executive VP COO for unauthorized purchases to include disciplinary action taken, if appropriate, and the corrective action(s) taken to prevent recurrence.

d. Purchase Orders or Contracts will not be provided to vendors as a result of an unauthorized purchase, payment for these offenses will be directly paid by the Accounts Payable Department after approval by the Executive VP CFO and Executive VP COO as indicated in the paragraph above.

3. Unauthorized purchases in amounts exceeding staff's delegated authority may be terminated or, if lawful and in the best interest of the Trust, ratified by the Trust.

IX. Legacy Systems

The purchase of licenses, support, maintenance, upgrades and necessary expansions of Legacy Systems shall not be subject to the requirements of this Regulation relating to competitive processes. Any such purchase shall be subject to the reporting requirements of this Regulation.

X. Bid Protests

A. Purpose

1. Protest provisions enhance the accountability of the procurement process by highlighting and correcting mistakes and misconduct. The protest process must not, however, interfere with the prompt and efficient acquisition of goods and services needed by the Trust which delivers critical health care to the citizens of this community.

2. To balance these interests, it is the policy of the Trust to provide a mechanism for disappointed bidders or offerors to protest the procurement decisions of the Trust only in strict accordance with the protest provisions set forth in this Section.

B. Process

1. A bid protest may be filed only by an interested party. An interested party shall be any bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with the intent to award announced by the Trust.

2. Decisions to reject all bids or offers shall not be subject to bid protests. No protest shall be considered of any question, issue, disagreement arising from the published requirements, terms, conditions and processes. Bidders and offerors are invited to submit those objections set forth in the preceding sentence in advance of the deadline for submitting bids or proposals and otherwise in accordance with the published solicitation documents.

3. A protest must be filed with the Chief Procurement Officer, or designee, as outlined in the solicitation, within five (5) Business Days of the Trust's posting of a recommendation of award. The protest must:
   a. Identify the contract and the solicitation or contract number;
   b. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents;
   c. Establish that the protester is an interested party making a timely bid protest of matters subject to protest;
   d. State the relief requested; and
   e. Be accompanied by the filing fee set forth in this Section.

   Each solicitation shall outline the manner in which a valid protest shall be filed.

4. Any protest that fails to comply with these requirements may be summarily rejected by the Chief Procurement Officer, except that a protest may be supplemented by the addition of relevant documents that may have been obtained by the protestor subsequent to the filing of the protest by public records requests. The Chief Procurement Officer, or designee, shall note the time and date of receipt of the protest and shall notify all participants in the competitive process of the filing of a protest.

5. For all contracts awarded under the delegated authority of the Chief Procurement Officer, the Chief Procurement Officer shall consider the protest raised prior to making a contract award. In the event the Chief Procurement Officer determines in his or her sole discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally, presided by the Chief Procurement Officer, and shall not adhere to formal requirements of evidence. Any evidence may be considered which is of the type that individuals rely on in the conduct of serious business affairs. The conduct of a hearing shall in no event delay the award of a contract. The Chief Procurement Officer shall issue a written decision resolving the protest together with the contract award.

6. For all contracts awarded by the Board, the Chief Procurement Officer shall transmit to the Board the protest, and the written recommendation of the Chief Procurement Officer and the Chief Executive Officer of the Trust addressing the issues raised in the protest. In the event that the Chief Procurement Officer or Chief Executive Officer of the Trust determine in his or her respective discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally and shall not adhere to the formal requirements of evidence. The conduct of a hearing shall in no event delay the award of a contract. The Board may, but shall not be required, to allow presentations by the protestor and other interested parties in connection with the award. Such presentations shall in any event be limited to the matters raised in the written protest and shall not exceed ten minutes per side.

C. Fee Schedule

As a condition of filing a protest in accordance with this Section, the following fees shall be paid:

Estimated Contract Amount	Filing Fee
$10,000 - $100,000	$500
$100,000 - $250,000	$1,000
$250,000 - $1,000,000	$2,000
Over $1,000,000	$5,000

XI. Reports

Initiation of Transactions. All contracts, renewals, change orders, contract modifications, or other items requiring the approval of the Board pursuant to this Regulation shall be initiated and approved by the Chief Procurement Officer before presentation to the Board.

CEO, or CEO's Designee. All transactions to be submitted to the Board for consideration are subject to the review and approval of the CEO, or CEO's Designee.

A. Purchasing Report
   1. All items which require approval by the Board pursuant to this Regulation shall be presented to the Purchasing and Facilities Subcommittee of the Board as items in the "Purchasing Report" unless otherwise determined to be in the best interest of the Trust by the CEO, or designee.
      a. The Purchasing Report shall contain the following sections:
         i. Competitive Award [Threshold $5,000,000]:
            - Invitations to Bid
            - Requests for Proposals
            - Cooperative Purchases
         ii. Group Purchasing Organization [Threshold $5,000,000]
         iii. Waiver of Formal Competition [Threshold $250,000]
            - Non-Competitive
            - Emergency
         iv. Contract Renewals:
            - Competitively Solicited Contracts [Threshold – $5,000,000]
            - Non-Competitively Solicited Contracts [Threshold $250,000]
         v. Change Orders and Contract Modifications
         vi. Basic Affiliation Agreement Issues
         vii. Standardization Approval Requests
         viii. Delegated Authority. All contracts awarded under the authority delegated to the Chief Executive Officer and Chief Procurement Officer under this Regulation for the applicable period shall be reported. Small purchases under ten thousand dollars ($10,000) shall not be reported.
      b. Each agenda item on the Purchasing Report shall include:
         i. The requisition and/or solicitation number, as appropriate;
         ii. The requesting department and responsible Vice President;
         iii. Proposed awardee(s);
         iv. Proposed contract amount by fiscal period and total aggregate amount (for example: $500,000 per year for three years; total contract amount $1,500,000")
         v. Short explanation justifying the purchase and stating the rationale for the source selection method. The award or renewal of a non-competitive contract shall require a written recommendation by the CEO, or CEO's designee, that the waiver of competitive bidding is in the best interests of the Trust.
         vi. Third party price analysis results for non-competitively solicited contracts, as appropriate;
         vii. Compliance with applicable Small Business Enterprise requirements; and
         viii. Identification of responsible Vice President concurring with recommendation for award or renewal of the contract.

   2. The sections or content of the Purchasing Report may be revised as necessary upon request of the Purchasing Subcommittee or by the CEO or designee.

B. Other Procurement Reports.
   1. Procurement maintains reports, which may include, but shall not be limited to the following:
      a. Purchase Order Log,
      b. Contract performance evaluations
      c. Small Business Enterprise (SBE) activity review
      d. Registered vendor listing

e. Savings tracking
f. Contract award summary sheets,
g. Procurement performance indicators
h. Listing of monthly completed projects
i. Monthly non-competitive contract awards under the Chief Procurement Officer's authority
j. Monthly competitive contract awards under the Chief Procurement Officer's authority

The Chief Procurement Officer shall submit a monthly report to the Purchasing and Facilities Subcommittee listing all purchase orders and contracts in excess of the Small Purchase amounts, as specified in this Regulation, awarded or renewed during the prior calendar month which were not subject to approval by the Board. Each purchase order or contract listing shall include the vendor name, description, using department and responsible Vice President, contract number, contract date, value, term, and procurement method/basis for award

2. The Chief Procurement Officer shall also submit a monthly report to the Purchasing Subcommittee as follows:
   a. A listing of all awarded purchase orders and contracts for Legacy Systems, as specified in this Regulation.

C. Notices
1. Notice of Recommended Award. Excluding emergency procurements as defined in this Regulation, a notice of recommended award shall be posted for all contract awards, competitive or non-competitive, in excess of the Small Purchase amount as specified in this Regulation for a period of five (5) Business Days prior to either:
   a. Award by the Chief Procurement Officer; or
   b. Consideration by the Board or its designated committee(s).

PART B. Contracts and Contract Administration

XII. Contracts

A. Contract Award

1. The Board shall award:
   a. All contracts of $5,000,000 or more;
   b. All contracts resulting from a Waiver of Formal Competition of $250,000 or more, which shall require a finding that the waiver of competitive bidding is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval; and
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization of $5,000,000 or more, which shall require a finding that the utilization of a Group Purchasing Organization contract is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval.

2. The Chief Procurement Officer may award:
   a. Any purchase order or contract less than $5,000,000;
   b. Any contract resulting from a Waiver of Formal Competition less than $250,000;
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
   d. All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts.

B. Written Contract

1. The material terms of a contract must be reduced to writing, and except in extraordinary circumstances, executed by the vendor, prior to award of the contract by either the Board or Chief Procurement Officer. In the event that extraordinary circumstances exist that prevent prior execution of the proposed contract by the vendor, a memorandum duly executed by the Chief Procurement Officer shall accompany the proposed contract, explaining the extraordinary circumstances preventing prior execution by the vendor and why it is in the best interest of the Trust to consider the proposed contract for award notwithstanding the absence of the vendor's executed contract.

2. If the Trust has issued a solicitation for the contract, the solicitation and the bid or proposal submitted in response shall constitute the material terms of the contract, subject to modification pursuant to this Regulation.

3. If the Trust is utilizing either a cooperative purchasing agreement or a Group Purchasing and Facilities Organization contract, the material terms of the contract are included in the master agreement with the sponsoring organization.

4. In lieu of a written contract, the Chief Procurement Officer may authorize the use of a purchase order for certain types of procurements, including but not limited to those utilizing small purchase orders.

5. Based on the amount, complexity or unusual circumstances, the Chief Procurement Officer shall determine the contracts that are referred to the County Attorney's Office for review and approval prior to award.

C. Contract Renewal/Extension
   1. Renewal of Competitively Solicited Contracts.
      a. The Board is the approving authority for the renewal of any contract awarded by competitive solicitation when:
         i. The total value of the contract is $5,000,000 or more and the initial Board approval did not authorize the Chief Procurement Officer to approve subsequent renewal option(s); or
         ii. The value of the renewal causes the total value of the contract to exceed $5,000,000.
      b. The Chief Procurement Officer may approve any renewal or extension of any Competitively Solicited contracts, provided the Board approved the original contract.

   2. Renewal of Non-Competitive Contracts.
      a. The approving authority for the renewal or extension of any non-competitive contracts is as follows:
         i. The Board when the total value of the contract, including the renewal, is $250,000 or more.
         ii. The Chief Procurement Officer, for validated sole source contracts only, when the Board approved the original contract.
         iii. The Chief Procurement Officer when the estimated total value of the contract, including the renewal, is less than $250,000.

   3. Contract Extension
      a. In addition, the Chief Procurement Officer is authorized to award one extension or renewal per contract, which extension or renewal would otherwise be required to be approved by the Board, where necessary to continue a source of necessary goods or services and new or replacement contracts are not available prior to the contract expiration date.
      b. Such extension or renewal shall be awarded prior to the expiration of the contract, not exceed one hundred eighty (180) calendar days beyond the last authorized term, and contain a prorated dollar authorization.

D. Change Orders and Contract Modifications, including Renewals
   1. Chief Procurement Officer. The Chief Procurement Officer may approve and execute change orders and contract modifications for goods and services, including professional services, and for the construction of public improvements within the scope of an existing award when:
      a. The original contract did not require approval of the Board and the aggregate total of change orders and/or contract modifications does not increase the total value of the contract to an amount which would have required approval by the Board of the original contract;
      b. For goods and services, including professional services, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $4,000,000, whichever is less.
      c. For the construction of public improvements, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $6,000,000, whichever is less.

Term Contracts. When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

E. Contract Termination

1. The Chief Procurement Officer may terminate a contract for convenience or default in accordance with the terms of the contract.

2. The Chief Procurement Officer shall issue a written determination stating the reasons for the termination.

F. Contract Execution

1. Board Approval. The CEO or designee shall execute, on behalf of the Trust, all contracts, contract renewals, change orders, contract modifications and other documents which this Regulation requires the Board to approve.

2. Chief Procurement Officer Approval. The Chief Procurement Officer or designee may execute, on behalf of the Trust, all contracts, contract modifications and other documents which this Regulation authorizes the Chief Procurement Officer to approve.

3. Using Department Employees. Employees in using departments may execute Release Orders only to the extent that authority has been delegated by the Chief Procurement Officer.

XIII. Specifications

A. Preparing Specifications

1. The Chief Procurement Officer shall prepare, issue, revise, maintain and monitor the use of specifications for goods, services and construction required by the Trust.

B. Value Analysis Team

1. The Chief Procurement Officer shall establish a Value Analysis Team (VAT) that supports the purchasing process with an objective evaluation of goods and equipment – existing, new or upgraded – based upon quality patient outcomes, safety and cost effectiveness rather than personal preference.

2. Value Analysis Program. The Chief Procurement Officer shall establish, with the approval of the CEO, or CEO's designee, a system-wide Trust policy describing the Value Analysis Program, led by the VAT, including program structure and operational features.

XIV. Risk Management

A. Bid Security
   1. Bid security shall be required in the amount and in the form which the Chief Procurement Officer determines in his or her discretion to be necessary to protect the investments of the Trust.

   2. A vendor's failure to provide bid security in the form set forth in the solicitation shall only be waived when allowed by law.

B. Performance and Payment Bonds
   1. Contract performance and payment bonds shall be required on all Trust construction contracts in accordance with Section 255.05, Florida Statutes, Bond of Contractor Constructing Public Buildings; Form; Action by claimants, as amended. Nothing herein shall prevent the requirement of such bonds on construction contracts under the statutory threshold amounts when circumstances warrant.

C. Indemnification
   1. All Trust solicitation and contract documents shall include indemnification provisions approved by Risk Management, subject to review by the County Attorney for legal sufficiency.

   2. Standard Indemnification Clauses. The Chief Procurement Officer, in consultation with Risk Management and the County Attorney's Office, may establish standard indemnification clauses to be used in various types of solicitation documents, contracts and purchase orders.

D. Insurance Requirements
   1. The Chief Procurement Officer with the concurrence of Risk Management and the County Attorney's Office may establish insurance requirements to be included in contract specifications.

XV. Authority to Debar or Suspend

A. Authority to Debar or Suspend
   1. After reasonable notice to an actual or prospective contractor, and after reasonable opportunity for said person to be heard, the Chief Procurement Officer, after consultation with the County Attorney's Office, shall have authority to debar or suspend an actual or prospective contractor for cause from consideration for award of contracts. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the Trust's protection, and not for purposes of punishment. The debarment shall be for a period of not more than five (5) years.

   2. The Chief Procurement Officer, after consultation with the County Attorney's Office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of Trust contracts if there is probable cause for debarment, pending the debarment determination. The suspension shall be for a period of ninety (90) calendar days or until a final determination with respect to debarment is made, whichever is sooner. The Chief Procurement Officer may extend the suspension for up to three additional thirty (30) calendar day periods.

B. Causes for Debarment or Suspension
   1. Causes for debarment or suspension include the following within the three (3) years prior to the decision to suspend or debar:

   2. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;

   3. Conviction under state or federal statutes of embezzlement, theft, forgery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

   4. Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;
      a. Violation of contract provisions, as set forth below, of a character which the Chief Procurement Officer determines to be so serious as to justify debarment action:
         i. Failure without good cause to perform in accordance with the specifications, terms and conditions or within the time limit provided in any contract with the Trust or Miami-Dade County; or
         ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that the failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

   5. For violation of the ethical standards set forth in Florida Statutes, Miami-Dade County Ordinance or Section XVII. (Ethics) of this Regulation; or

   6. Any other cause the Chief Procurement Officer determines to be so serious and compelling as to affect responsibility as a Trust contractor, including debarment by another governmental entity.

C. Suspension
   1. Upon written determination by the Chief Procurement Officer that probable cause exists for debarment, a contractor or prospective contractor shall be suspended. A notice of the suspension, including a copy of such determination, shall be sent to the suspended contractor or prospective contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Such notice shall state that:
      a. the suspension is for the period of time it takes to complete an investigation into possible debarment, including any appeals of a debarment decision, but not for a period in excess of one hundred eighty (180) calendar days; and
      b. bids or proposals will not be solicited from the suspended person, and, if they are received, they will not be considered during the period of suspension.

D. Request for Hearing
   1. A contractor or prospective contractor that has been notified of a suspension and/or a proposed debarment action may request in writing that a hearing be held.

   2. Such request must be received by the Chief Procurement Officer within ten (10) calendar days of receipt of notice of the proposed action. If no request is received within the time period allowed, a final decision may be made as set forth in Paragraph F (Decision) of this Subsection and the right to a hearing and all appeals are deemed waived.

E. Hearing
1. If a hearing is timely requested by a contractor, the Chief Procurement Officer shall send a written notice of the time and place of the hearing by certified mail, return receipt requested, or by any other method the provides evidence of receipt, and shall state the nature and purpose of the proceedings.

2. The Chief Procurement Officer shall act as the hearing officer. Alternatively, the Chief Procurement Officer, at his/her own discretion, may appoint an independent hearing officer whose qualifications shall include the designation of Certified Public Procurement Officer (CPPO) or equivalent designation. The hearing officer shall be compensated on a market basis plus reimbursement of travel and other direct expenses.

3. Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with applicable due process requirements. The hearing officer shall submit written findings and recommendation to the Chief Procurement Officer.

F. Decision
1. The Chief Procurement Officer shall issue a final written decision stating the reasons for the action taken. If a hearing was conducted by a hearing officer, the Chief Procurement Officer shall also consider the findings and recommendation of the hearing officer in arriving at a decision.

2. A copy of the decision shall be provided promptly to the affected person(s), with a copy to the Department of Small Business Development of Miami-Dade County. A decision of an issue of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

G. Appeal
1. Any person receiving an adverse decision may appeal in writing to the Board within ten (10) calendar days from receipt of the decision.

H. Debarment by Other Public Entities
1. Any contractor debarred by the following public entities shall also be debarred by the Trust without additional review:
   a. In accordance with Subsection 10-38(g)(3) of the Miami-Dade County Code, “A contractor’s debarment shall be effective throughout county government.”
   b. The United States Government or any agency thereof; or
   c. The State of Florida or any agency thereof.

I. Maintenance of List of Debarred and Suspended Persons
1. The Procurement Management Department shall maintain a list of debarred and suspended persons.

2. All Trust departments are barred from making any purchases from any debarred or suspended person.

XVI. Socio-Economic Programs

A. Small Business Enterprise Goods and Services Programs
1. Applicability. “Small Business Enterprise Services Program”, Section 2-8.1.1.1.1, and “Small Business Enterprise Goods Program”, Section 2-8.1.1.1.2, (“SBE-GS”) of the Miami-

Dade County Code, as amended, and Implementing Order No. 3-41 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of goods and services, including Professional Services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statutes, as amended. The SBE-GS Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; and contracts for attorney and/or legal services; and contracts for investment banking services.

2. Administration of Ordinance. In Subsections (3)(c), (3)(d) and (3)(j) of Section 2.8.1.1.1.1 and 2-8-1.1.1.2, substitute:
   a. "Chief Procurement Officer" for "County Mayor"; and
   b. "Board of Trustees" for "County Commission."
   c. The Chief Procurement Officer shall delegate authority to a designee ("Director, Supplier Diversity and Small Business Enterprise Program") to apply SBE contract measures.
   d. The Director, Supplier Diversity and Small Business Enterprise Program, will make recommendations to the Chief Procurement Officer regarding SBE contract measures. The Chief Procurement Officer may accept, reject, modify or otherwise alter the SBE recommendation prior to issuance of the solicitation.
   e. The Director, Supplier Diversity and Small Business Enterprise Program, shall submit a quarterly report to the Chief Procurement Officer of all SBE measures applied.

3. Management and Technical Assistance Program. In accordance with Section II (Management and Technical Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development will provide management and technical assistance and community outreach to certified SBEs performing as vendors and providing goods and/or services to the Trust.

4. Bonding and Financial Assistance Program. In accordance with Section III (Bonding and Financial Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development will administer the Bonding and Financial Assistance Program.

5. Certification. In accordance with Section IV (Certification) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development is responsible for certifying, decertifying and re- certifying applicants for the SBE Program. The Trust shall refer all SBE applicants to the Division of Small Business Development.

6. Joint Ventures. In accordance with Section V (Joint Ventures Bidding on Contracts with SBE Measures) of Miami-Dade County Implementing Order No. 3-41, joint ventures bidding on contracts with SBE measures must be approved by Miami-Dade County's Internal Services Department, Division of Small Business Development prior to submission of the bid or proposal.

7. Application of Contract Measures.
   a. *Set-Asides*. When there are at least three available SBEs capable of performing the contract, the Chief Procurement Officer may determine it is in the best interest of the

Trust to waive full and open competition and set-aside the contract for competition between certified SBEs. The requirement for public notice of the solicitation is waived; however, the provisions of the Cone of Silence pursuant to Subsection 2-11.1(t) of the Miami-Dade County Code shall be imposed upon issuance of the solicitation.

b. *Subcontractor Goals*. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of at least three (3) SBEs capable of performing such work.

c. *Bid Preference.* For contracts less than $100,000, the provisions of Sections 2-8.1.1.1.1 (3)(b) and 2-8.1.1.1.2(3)(b) shall apply, as amended. A ten percent (10%) bid preference shall apply to contracts of $100,000.01 to $1,000,000 and a five percent (5%) bid preference shall apply to contracts greater than $1,000,000 that are not set-aside. The preference shall be used for bid evaluation and shall not affect the contract price. Preferences shall be applied to the bid price of bidders that are SBEs and Joint Ventures with at least one SBE.

d. *Selection Factor*. Any offeror that is an SBE, or a joint venture with an SBE, shall be accorded a selection factor equal to ten percent (10%) of the evaluation points scored on the technical (non-price) portion of such offeror's proposal in response to a Request for Proposals.

8. Contracts $100,000 or less

a. Within the fiscal year, the Trust shall expend with SBE firms one hundred (100) percent of the total value of contracts one hundred thousand dollars ($100,000.00) or less for goods and services. The departmental requirement shall be complied with unless the Small Business Program Manager determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm. In the event the Small Business Program Manager determines that there are less than three (3) available SBE's capable of performing the contract, or a portion thereof, the Small Business Program Manager shall advise the responsible Procurement Officer to proceed to issue the contract solicitation without an SBE "set-aside" or "subcontractor goal" but with the appropriate SBE "bid preference" or "selection factor".

b. The Chief Procurement Officer shall determine, in consultation with the using department and the Small Business Program Manager when feasible, appropriate contract measures, if any, on non-competitive and emergency procurements made pursuant to this Regulation.

c. *Certified Small Business Enterprises*. Miami-Dade County's Internal Services Department, Division of Small Business Development maintains a list of certified Small Business Enterprises, searchable by NIGP and NAICS Commodity Code, on its website: https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp

9. Small Business Enterprise Program Management

a. The Procurement Management Department may periodically review user department compliance with the Small Business Enterprise Program. The Chief Procurement Officer may initiate appropriate remedial action regarding any Trust department who is determined non-compliant.

b. The Procurement Management Department shall submit quarterly reports to Miami-Dade County's Internal Services Department, Division of Small Business Development regarding Small Business Enterprise utilization.

10. Bidder or Offeror's Responsibility Where an SBE Subcontractor Goal is Applied

a. Solicitation documents to which an SBE subcontractor goal is applied shall require bidders or offerors to submit a signed Schedule of Intent Affidavit (SOI) or a signed Certification of Assurance (COA) form at the time of bid or proposal submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each SOI or COA shall be in writing and shall specify the type of goods or services the SBE is to provide and the price the SBE is to be paid therefore.

11. Pre-Award Compliance Review
    a. *Defects*. The Procurement Officer shall review bids or proposals for compliance with the SBE requirements and notify the bidder or offeror in writing of any defects. The bidder or offeror shall have two (2) business days from the date of receipt of the written notice to cure correctable defects.
    b. Correctable defects may include, but are not limited to, the SBE percentage not properly indicated, the prime or subcontractor's failure to sign the subcontract agreement, or calculation errors. Failure to cure the defect within the time allotted shall render the bid or proposal non-responsive.
    c. *Determination*. The Procurement Officer shall make a written determination as to whether each bid or proposal is compliant or non-compliant and, if non-compliant, the reasons therefor.

12. Post Award Compliance and Monitoring
    a. In accordance with Section XI (Post Award Compliance and Monitoring) of Miami- Dade County Implementing Order No. 3-41, the Small Business Development Division and the Trust's Small Business Enterprise Program, as applicable, shall monitor and enforce the compliance of suppliers with SBE Program requirements.

13. Contractual Sanctions
    a. In accordance with Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41, bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or Small certified firm's violation of or failure to comply with the Small Business Enterprise Program Ordinances and this Section of the Trust Procurement Regulation may result in the imposition of one or more of the following sanctions:
        i. The suspension of any payment or part thereof until such time as the issues concerning SBE compliance are resolved;
        ii. Work stoppage; and
        iii. Termination, suspension or cancellation of the contract in whole or in part.
    b. For Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41:
        i. Substitute "Trust" for "County;" and
        ii. Substitute "Chief Procurement Officer" for "County Mayor."

14. Administrative Penalties Administrative penalties may be imposed in accordance with Section XIII (Administrative Penalties) of Miami-Dade County Implementing Order No. 3-41 or this Regulation.

B. Small Business Enterprise Construction Services Program
    1. "Small Business Enterprise Construction Services Program," Section 10-33.02 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-22 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for the purchase of construction services.

2. Miami-Dade County's Internal Services Department, Division of Small Business Development, shall ensure appropriate construction measures are applied pursuant to this Section.

C. Small Business Enterprise Architecture and Engineering Program
1. "Small Business Enterprise Architecture and Engineering Program", Section 2-10.4.01 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-32 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for applicable professional services.

2. Miami-Dade County's Internal Services Department, Division of Small Business Development, shall ensure appropriate construction measures are applied pursuant to this Section.

D. Preference to Local Business and Local Certified Veteran Business Enterprises in Trust Contracts
1. Preference to Local Business
   a. Applicability
   "Procedure to Provide Preference to Local Business in County Contracts," Section 2-8.5 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local business in Trust contracts shall apply to all competitive solicitations for goods, services and construction.
   b. Procedure
   Except where federal or state law, or any other funding source, mandates to the contrary, preference shall be given to local businesses in accordance with Section 2-8.5 of the Code of Miami-Dade County.

2. Preference to Local Certified Veteran Business Enterprises
   a. Applicability
   "Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts," Section 2-8.5.1 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local certified Veteran Business Enterprises shall apply to all competitive solicitations for goods, services and construction.
   b. Procedure
   Except where federal, state or county law or any other funding source mandates to the contrary, preference shall be given to Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County.

E. Fair Subcontracting Practices
1. "Fair Subcontracting Practices," Section 2-8.8 of the Miami-Dade County Code, as amended, shall apply to procurements solicited and contracts awarded by the Trust, subject to the following:

a. The term “County” shall include the “Trust”; and
b. Substitute “Chief Procurement Officer” for “County Mayor.”

F. Responsible Wages and Benefits for County Construction Contracts
“County Construction Contracts,” Section 2-11.16 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-24 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust. The term “County” shall include the Public Health Trust.

G. Living Wage Ordinance
1. Applicability. “The Living Wage Ordinance for County Service Contracts and County Employees,” Section 2-8.9 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-30 promulgated thereunder, shall apply to Trust contracts with a total contract value of over $100,000 per year for the following services:
   a. Food preparation and/or distribution;
   b. Security services;
   c. Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
   d. Clerical or other non-supervisory office work, whether temporary or permanent;
   e. Transportation and parking services;
   f. Printing and reproduction services; and
   g. Landscaping, lawn and/or agricultural services.

2. Administrative Order. The following exceptions are made to Administrative Order No. 3-30:
   a. Purpose: The Division of Strategic Sourcing is responsible for ensuring that the living wage requirements are included in all applicable Trust contracts.
      i. Section IX.G.2. – Substitute “Chief Procurement Officer” for “County Mayor.”
      ii. Section XII.C. – “Chief Procurement Officer” may terminate the service contract upon a determination by the County Mayor.

H. Drug-Free Workplace
1. “Drug-Free Workplace Requirements for Contractors and Entities Transacting Business with Miami-Dade County,” Section 2-8.1.2 of the Miami-Dade County Code, as amended, is hereby adopted by the Trust, subject to the following:
   a. The term “County” shall include the “Trust”; and
   b. Substitute “Chief Procurement Officer” for “County Mayor.”

I. Nondiscrimination
“Contracting, Procurement Bonding and Financial Services Activities,” Chapter 11A, Article VII of the Miami-Dade Code, as amended, and Administrative Order No. 3-23 promulgated thereunder, shall apply to all Trust contracts.

J. Community Workforce Program for County Construction Contracts
1. “Community Workforce Program,” Section 2-1701 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-37 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.

2. The term “County” shall include the Public Health Trust.

K. Residents First Training and Employment Program for County Construction Contracts
   1. "Residents First Training and Employment Program," Section 2-11.17 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-61 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.

   2. The term "County" shall include the Public Health Trust.

XVII. Ethics

A. Regulation
   1. This Section is intended as complementary and in addition to applicable provisions of the following:
      a. Code of Ethics for Public Officers and Employees - Section 112, Part III, Florida Statutes, as amended.
      b. "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1, Code of Miami-Dade County, as amended.

   2. Remedies set forth herein are in addition to any sanctions or penalties that may be imposed by the provisions cited above.

B. Definitions
   1. Definitions provided in the Miami Dade County's Conflict of Interest and Code of Ethics Ordinance shall apply and be made applicable to the Trust.

   2. The term "employee" references in the Conflict of Interest and Code of Ethics Ordinance shall be applicable to Trust personnel who serve in comparable capacities to the County personnel it refers to.

C. General Standards of Ethical Conduct
   1. General Ethical Standards for Employees. Any attempt to realize personal gain through Trust employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

   2. General Ethical Standards for Non-Employees. To achieve the purpose of this Section, it is essential that those doing business with the Trust observe the ethical standards prescribed herein. Any effort to influence any Trust employee to breach the standards of ethical conduct set forth Florida Statutes, Miami-Dade County Code or Public Health Trust Policies is a breach of ethical standards.

D. Conflict of Interest
   1. Conflict of Interest. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:
      a. The employee or a relative of the employee has a financial interest pertaining to the procurement;
      b. A business or organization in which the employee or relative has a financial interest pertaining to the procurement; or
      c. Any other person, business, or organization with whom the employee or relative is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2. Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the Chief Procurement Officer and shall withdraw from further participation in the transaction involved. The employee may request or seek a conflict of interest opinion from the Miami-Dade County Commission on Ethics and Public Trust in accordance with Subsection 2-11.1(c)(4) of the Miami-Dade County Code.

   The Board, upon a two-thirds affirmative vote, may grant a waiver in accordance with the same Subsection.

3. Employee Conflict of Interest Certification Form. The following Trust employees shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form G:
   a. All selection committee members, prior to serving;
   b. Any physician or other clinical professional who requests waiver of formal competitive bidding for a contract or purchase order due to a clinical preference; or
   c. Any Trust employee who requests the award of a contract or purchase order pursuant to Subsection VII.A. (Non-Competitive Procurement).

4. Contractor Conflict of Interest Certification Form. The supplier/contractor shall complete, sign and submit a Conflict of Interest Certification Form as follows:
   a. Prior to the award of a non-competitive procurement (contract or purchase order), issued by the Chief Procurement Officer as Form H; and
   b. Prior to any meeting in which either the "Pharmacy or Therapeutics" (P and T) Committee or the "Value Analysis Team" of the Trust considers a particular product for approval, issued by the Chief Procurement Officer as Form I.

5. Standing Committees. Any person serving as a member of the Trust's "Pharmacy and Therapeutics" (P and T) Committee or "Value Analysis Team," or any subcommittee or "team" thereof, shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form J, prior to serving on said committee and not later than January 31, or such other date determined by the Chief Procurement Officer, of each subsequent calendar year.

E. Kickbacks

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor or any person associated therewith, or relative of such contractors or subcontractors, as an inducement for the award of a subcontract or order.

F. Bids from Related Parties

1. Notwithstanding any other provision of the Procurement Regulation, where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be collusive.

2. The foregoing presumption may be rebutted by presentation of evidence as to the extent of the ownership, control and management of such related parties in the preparation and submittal of such bids or proposals.

3. Related parties shall mean bidders or offerors or the principals thereof which have a direct or indirect ownership interest in another bidder or offeror for the same contract or in which a parent company or the principals thereof of one (1) bidder or offeror have a direct or indirect ownership interest in another bidder or offeror for the same contract.

4. Bids or proposals found to be collusive shall be rejected.

G. Contractor Fraud, Misrepresentation or Material Misstatement

1. "Penalties for Contractors Attempting to Meet Contractual Obligations with the County through Fraud, Misrepresentation or Material Misstatement," Section 2-8.4.1 of the Miami-Dade County Code, as amended, is incorporated herein by reference, subject to the following:
   a. Substitute:
      i. "Chief Procurement Officer" for "County Mayor"; and
      ii. "Trust" for "County."
   b. The procedure for debarment shall be in accordance with Section XV.A (Authority to Debar or Suspend) of this Regulation.

H. Use of Confidential Information

1. In particular, all Trust employees should be aware of the following provision in Subsection 112.313(8), Florida Statutes:
   a. "A current or former public officer, employee of agency, or local government attorney many not disclosure or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for personal gain or benefit to any other person or business entity."

2. This provision is also applicable to former Trust employees.

I. Lobbying

1. Definition. "Lobbyist" shall be as defined in Subsection 2-11.1(s)(1)(b) of the Miami-Dade County Code, as amended.

2. Registration. All lobbyists must comply with Subsection 2-11.1(s) of the Miami-Dade County Code, including registering with the Clerk of the Board of County Commissioners and filing annual expenditure reports.

3. Contingent Fees. In accordance with Subsection 2-11.1(s)(7) of the Miami-Dade County Code, contingent fees are prohibited.

4. Presentations and Negotiations. Any representative of a prospective contractor participating in oral presentations or negotiations shall be listed on an affidavit submitted with the bid, proposal, or statement of qualifications in accordance with the "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1(s) of the Miami-Dade County Code, as amended.

J. Cone of Silence

1. The Cone of Silence, Subsection 2-11.1(t) of the Miami-Dade County Code, shall apply to procurements solicited and awarded by the Trust, subject to the following:
   a. The term "Trustee" is substituted for "Commissioner;"
   b. The term "Board" is substituted for "Board of County Commissioners;"
   c. The term "Chief Executive Officer of the Trust" is substituted for "County Mayor;"

d. The term "Assistant to the PHT Board" is substituted for "Clerk of the Board;"
e. The Chief Procurement Officer shall provide public notice of the Cone of Silence in accordance with Subsection 2-11.1(t)1.(b)(i) of the Miami-Dade County Code; and
f. The formal solicitation and award thresholds in the Trust's Procurement Regulation and this Regulation shall take precedence. In particular, the Cone of Silence does not apply to purchases made pursuant to Section V.B (Small Purchases).

K. Procurement Integrity

1. Supplier Relationships. Trust employees directly or indirectly involved in the procurement process must strive to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in their dealings with suppliers, including according fair and equitable treatment to all suppliers and their representatives.

2. Restrictive Specifications. Consistent with the provisions of this Regulation, Trust employees may not knowingly prepare or use an unnecessarily restrictive specification or statement of work that would effectively exclude acceptable products or services of one supplier or increase the prospects of award to another supplier.

3. Personal Use. Trust employees may not make purchases through Trust contracts, pricing agreements or purchase orders for the personal use of themselves or any other person.

L. Recovery of Value Transferred or Received in Breach of Ethical Standards

1. General Provisions. The Trust may seek recovery from both the employee and non-employee of anything transferred or received in breach of ethical standards.

2. Recovery of Kickbacks by the Trust. Upon a showing that a subcontractor made kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Trust. The Trust may seek recovery from both the recipient and the subcontractor making such kickbacks.

XVIII. Acceptance of Gifts from Jackson Memorial Foundation

A. Purpose

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, as amended, "Acceptance of Gifts," the "Trust shall have the authority to accept gifts of money, services or personal property," including "in-kind" donations. In addition, "the Trust may accept from a not-for profit organization whose primary purpose is to support the activities of the Trust gifts of construction projects." The purpose for this Section is to establish rules, conditions and terms for the acceptance of said gifts from Jackson Memorial Foundation ("Foundation").

B. Definition

"In-Kind" Donation means a donation in which the donor itself, or through an entity controlled by the donor, provides the personal property or performs the services, including construction and related professional services.

C. Applicable Statutes, Ordinances and Policies

1. Florida Statutes:
   a. Chapter 119, Public Records, as amended;

b. Section 255.05, Bond of Contractor Constructing Public Buildings, as amended;
c. Section 255.20, Local Bids and Contracts for Public Construction Works, as amended;
d. Section 255.071, Payment of Subcontractors, Sub-Subcontractors, Material-men, and Suppliers on Construction Contracts for Public Projects; as amended; and
e. Section 255.0525, Advertising for Competitive Bids or Proposals, as amended.

2. Miami-Dade County Code:
   a. Subsection 25A-4(h), Acceptance of Gifts, as amended;
   b. Section 10-34, Listing of Subcontractors Required, as amended;
   c. Section 10-35, Release of Claim by Subcontractors Required, as amended; and
   d. Section 10-36, Utility Connection Fees Not Billable, as amended.

3. Foundation Policies:
   Construction Procurement Regulation. Said Regulation or any amendments thereto are subject to review and approval by the Board of the Public Health Trust prior to becoming effective.

D. Role of Trust Officials
   1. Chief Procurement Officer. With the exception of gifts of money, the Chief Procurement Officer or designee shall conduct due diligence of all gifts of goods, services and construction initiated by the Foundation. Said due diligence shall include, but not be limited to:
      a. Risk management, including indemnification;
      b. Performance and payment bonds for construction projects;
      c. Consistency with Trust standards, including where applicable, specifications or scope of work;
      d. Life cycle costs, including, but not limited to, expected life, warranty, training, energy costs, operational goods, maintenance, downtime and salvage value;
      e. Compliance with minimal contractual requirements set forth by the Trust;
      f. Responsibility of proposed awardee, including debarment.

   2. Risk Management
      a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
      b. Review and approve insurance requirements in Foundation solicitation and contract documents.

   3. County Attorney's Office
      a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
      b. Review and approve insurance requirements in Foundation solicitation and contract documents.

   4. Senior Vice President or designee over Facilities, Design and Construction
      a. With concurrence of the Foundation's President/CEO and/or COO, determine the appropriate project delivery method for construction projects;
         i. Review and approve all drawings and specifications for public improvements conducted on Trust property:
            (1) For competitively awarded contracts, the review and approval shall occur prior to the issuance of the solicitation.

(2) For construction projects procured by competitive sealed proposals, a second review and approval shall occur prior to contract execution.
(3) For in-kind construction or non-competitive construction contracts, the review and approval shall occur prior to acceptance of the gift by the Trust and commencement of any onsite work.

ii. Review estimate of proposed construction project cost for reasonableness prior to solicitation;

b. Periodic inspection during the course of the Work to guard against defects and deficiencies and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the contract documents;
c. Inspection upon both substantial and final completion of construction projects to determine conformance with the contract documents; and
d. Assist the Chief Procurement Officer in developing contract conditions for the Foundation to utilize on public improvements to Trust property. Said conditions shall include, but not be limited to, working conditions, permits, quality of workmanship and materials, warranty, unknown site conditions, use of site, cutting and patching, cleaning up, protection of persons and property, time, and correction of work.

E. Acceptance

1. Board of County Commissioners. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, "subject to the prior approval of the Commission, the Trust may accept gifts of real property, the title of which shall be in Miami-Dade County."

2. Board. Except as otherwise provided herein, the Board shall approve all gifts of money, services, personal property or construction of $1,000,000 or more. Gifts of services, personal property or construction shall be subject to the written recommendation of the CEO or CEO's designee and the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

3. CEO. The CEO or designee may approve all gifts of money, services, personal property or construction less than $1,000,000, subject to the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

F. Goods and Services

1. General. Except as otherwise provided herein, the procurement of goods or services for or in support of the Trust shall be made by or under the supervision of the Chief Procurement Officer.

2. Small Purchases. The Chief Procurement Officer may grant limited authority to the Foundation to make small purchases of goods and services in an amount not to exceed $10,000, subject to the reviews and approvals required in this Section. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Subsection.

G. Construction

1. Professional Services. The Foundation may procure professional services, including architectural, landscape architectural, engineering, land surveying and interior design services, related to construction projects pursuant to Foundation's Construction Procurement Regulations.

2. Contract for Construction. The Foundation may procure the contract for construction pursuant to the Foundation's Construction Procurement Policy. The contract for construction is subject to the provisions of this Section.

3. Limitation. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, any construction project, including all related professional and non-professional services, personal property, change orders and contract modifications, shall not exceed $5,000,000 and must be fully funded by the Foundation.

4. Goods and Services. All goods and services related to a construction including, but not limited to fixtures and furnishing, shall be procured by the Foundation pursuant to the Construction Procurement Policy, subject to the reviews and approvals required in this Section.

5. Job Order Contract. The Chief Procurement Officer may authorize the Foundation to utilize Trust job order contracts, subject to the reviews and approvals required in this Section.

6. Public Records Laws. All solicitations and contracts made by the Foundation pursuant to this Regulation shall require contractors to abide by Chapter 119, Florida Statutes, Public Records Law, to the same manner and degree that would if their contract were with the Trust rather than the Foundation.

H. In-Kind Donations

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, in-kind donations, including services, personal property, and construction, are exempt from all competitive bidding requirements and other programs otherwise mandated by the Code of Miami-Dade County for Public Health Trust contracts, provided additional costs, if any, are funded by a not-for-profit organization whose primary purpose is to support the activities of the Trust. Said in-kind donations are also exempt from the competitive bidding requirements of this Regulation. However, in-kind donations are subject to the provisions of this Section.

XIX. Hospital-Based Physician Services

A. Definition

Hospital-Based Physician Services means the non-employment, contractual engagement of one or more physicians to provide on-call emergency, medical director, radiology, anesthesiology, pathology, hospitalist, or other physician services at medical facilities operated by the Public Health Trust. It does not include physicians covered in either the University of Miami or Florida International University Annual Operating Agreements.

B. Exemptions

Except as otherwise provided herein, procurement of hospital-based physician services are exempt from this Regulation.

C. Source Selection

1. Hospital-based physician services may be procured with such competition as is practicable under the circumstances. Upon review by the County Attorney's Office for legal sufficiency, the Chief Procurement Officer may initiate a special procurement modifying the requirements of the Request for Proposals process as appropriate for the particular situation, including, but not limited to:

a. Waiver of public notice;
b. Limiting notice to selected persons;
c. Exempting meeting from 286.011, Florida Statutes, pursuant to Section 395.3035, Florida Statutes; and
d. Exempting disclosure of documents, offers and contracts from Chapter 119, Florida Statutes, pursuant to Section 395.3035, Florida Statutes.

D. Contract Award

1. Chief Procurement Officer. The Chief Procurement Officer may award hospital-based physician services contracts less than $1,000,000.

2. CEO. The Board delegates authority to the CEO, or CEO's designee to award hospital-based physician services contracts of $1,000,000 or more.

3. Report. Hospital-based physician services contract awards may be reported to the Board.

XX. References

Public Health Trust Board of Trustees - Approved 11/29/2023 – Resolution No. PHT 11/2023- 0**

Responsible Party: Chief Procurement Officer & Senior Vice President Strategic Sourcing

Reviewing Committee(s): The Public Health Trust Board of Trustees, Purchasing and Facilities Sub-Committee and Fiscal Committee

Authorization: President and CEO, Jackson Health System

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Sub-Committee

FROM: Rosa Costanzo
Senior Vice President, Strategic Sourcing and Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Lease Agreement with the University of Miami for Use of Space at the Jackson Behaviorial Health Hospital by the UM Department of Psychiatry and Behavioral Sciences

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Recommendation

Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer to execute a new lease agreement with the University of Miami, a Florida-not-for-profit corporation ("University"), for the rental of approximately 8,453 square feet of medical and professional office space at the Jackson Behavioral Health Hospital located at 1695 NW 9th Avenue, 3rd Floor, Miami, Florida ("Premises"), for use by the University of Miami Department of Psychiatry and Behavioral Sciences.

Scope

The proposed Lease Agreement would be for an initial term of five (5) years, with one (1) option to renew for an additional five (5) year term.

Fiscal Impact

The University shall pay to the Trust an estimated $1,682,929.69 in rent over the initial five-year term of the lease for its use of the Premises. The University shall pay to the Trust an estimated $3,633,906.44 in rent over a total cumulative period if the option to renew is exercised for an additional five-year term. The proposed rent has been established by an independent fair market value appraisal.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor the Lease Agreement.

Background

The University has been occupying the Premises under an existing lease that is scheduled to expire on November 30, 2023 and has advised that it desires to enter into a new, replacement lease to allow the University to continue conducting clinical care, research, and teaching at the Premises.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer or his designee to execute the Lease Agreement, take any other action required to effectuate the same, and to exercise any and all rights conferred therein.

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Sub-Committee

FROM: Rosa Costanzo
Senior Vice President, Strategic Sourcing and Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Lease Agreement with the University of Miami for Use of Space at Ambulatory Care Center – East by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases

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Recommendation
Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer to execute a new lease agreement with the University of Miami, a Florida-not-for-profit corporation ("University"), for the rental of approximately 1,043 square feet of medical and professional office space at the Ambulatory Care Center - East located at 1611 NW 12th Avenue, Suite 154, Miami, Florida ("Premises"), for use by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases.

Scope
The proposed Lease Agreement would be for a period of a cumulative four (4) years.

Fiscal Impact
The University shall pay to the Trust an estimated $163,632.36 in rent over the four-year term of the lease for its use of the Premises. The proposed rent has been established by an independent fair market value appraisal.

Track Record/Monitor
Dan Chatlos, Director, Real Estate Services, would track and monitor the Lease Agreement.

Background
The University has been occupying the Premises under an existing lease that is scheduled to expire on November 30,2023 and has advised that it desires to enter into a new, replacement lease to allow the University to continue conducting AIDS and emerging infectious disease research and training at the Premises.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer or his designee to execute the Lease Agreement, take any other action required to effectuate the same, and to exercise any and all rights conferred therein.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Sub-Committee

FROM: Rosa Costanzo
Senior Vice President, Strategic Sourcing and Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Short-Term Lease Agreements with the University of Miami at Jackson Medical Towers

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Recommendation

Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer, or his designee, to negotiate and execute new, short-term lease agreements with the University of Miami, a Florida-not-for-profit corporation ("University"), for the continued use of spaces currently leased by the University at Jackson Medical Towers located at 1500 NW 12th Avenue, Miami, FL to allow the University additional time to complete the relocation of University occupants to alternate locations.

Scope

Any new short-term lease agreements executed pursuant to this resolution will be on month-to-month basis for a period of up to one (1) year.

Fiscal Impact

The University shall pay to the Trust base rent an amount equal to approximately $18.84 per rentable square foot, which is equal to 125% of the current rental amount, plus operating expenses for the duration of any new lease executed pursuant to this resolution.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor any new lease agreements executed pursuant to this resolution.

Background

The University currently occupies approximately 23,965 square feet of space at Jackson Medical Towers pursuant to the Jackson Memorial Medical Center Space Utilization and Administration Agreement between the Trust and the University dated May 24, 2018 ("Master Space Agreement") that is scheduled to expire on November 30, 2023.

In 2022, the Trust notified the University that the Trust intended to close and vacate Jackson Medical Towers to allow for its future redevelopment and that University programs currently located there would need to be relocated by the University upon the expiration of the Master Space Agreement.

The University has confirmed its intent to vacate its spaces at Jackson Medical Towers but has requested additional time to relocate some programs due to delays in the build-out of new spaces. Staff has evaluated the request and determined that cotinued occupancy by the University for a period of up to one (1) year will not impact the current project timeline for redevelopment of Jackson Medical Towers. No further extensions are available to the Parties under the existing Master Space Agreement and therefore new, short-term lease agreements are required to allow for the continued short-term occupancy requested by the University.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer, or his designee to negotiate and execute new, short-term lease agreements with the University for spaces currently occupied by the University at Jackson Medical Towers and to take any actions necessary to effectuate the same.

Agenda Item 5.a
Purchasing and Facilities Subcommittee
November 29, 2023

RESOLUTION NO. PHT 11/2023 -

RESOLUTION AUTHORIZING AND APPROVING AWARD OF BIDS AND PROPOSALS, WAIVER OF BIDS, AND OTHER PURCHASING ACTIONS FOR NOVEMBER 2023, IN ACCORDANCE WITH THE PUBLIC HEALTH TRUST'S PROCUREMENT POLICY, RESOLUTION NO. PHT 08/2020-041

Rosa Costanzo, Senior Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division, Jackson Health System

WHEREAS, bids and proposals were solicited, received and reviewed by staff; and

WHEREAS, the Purchasing and Facilities Subcommittee met November 29, 2023 and reviewed staff's recommendations as submitted under the PHT's Procurement Policy, Resolution No. PHT 08/2020-041; and

WHEREAS, the Purchasing and Facilities Subcommittee forwarded the Purchasing Report to the Fiscal Committee with a recommendation for approval for each item under the report, which is attached hereto and hereby incorporated by reference; and

WHEREAS, upon his written recommendation, the Chief Executive Officer (CEO) recommends that the Public Health Trust Board of Trustees (Board of Trustees) waive competitive bidding for items under the heading of "Bid Waiver" and "Waiver of Full and Competitive Bidding" in the respective Purchasing Report, finding such action to be in the best interests of the Public Health Trust; and

WHEREAS, the CEO and Fiscal Committee recommend various other purchasing actions, as indicated in the attached Purchasing Report.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes and approves the award of bids and proposals and all the purchasing actions as set forth in the attached Purchasing Report, under the Public Health Trust's Procurement Policy, Resolution No. PHT 08/2020-041; and finds it in the best interest of the Public Health Trust to waive competitive bidding for those items listed under the heading "Bid Waiver" and "Waiver of Full and competitive Bidding" in the respective report; and to take such action as is necessary and authorized to implement these awards and actions.

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Subcommittee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: November 29, 2023

RE: Purchasing Report

Recommendation
The following recommendations are made in accordance with the Trust's Procurement Regulation.

These items fully support our business operations and help the organization in its efforts to provide an excellent world class patient experience.

Scope
This report includes competitively solicited contract awards over $3,000,000, waivers of formal competition over $250,000 and other categories for Board approval as prescribed by the Procurement Regulation.

Fiscal Impact/Funding Source
The items included are part of the Trust's budget.

Track Record/Monitor
The Procurement Management Department along with the user departments and leadership support will track and monitor the responsibilities and obligations set forth in the contracts.

Background
The entire report has been vetted and assembled by the Procurement Management Department with the direct participation of the Director and staff, all subject to review by the Chief Procurement Officer, consultation with the Executive Staff and the President, and reviewed for legal sufficiency by the County Attorney's Office. Request is made for approval of the Purchasing Report, consisting of the following:

	Vendor	Amount		Chargeable
1.	Collection Agencies:	$85,000,000	For Three Years	No
2.	Wright Medical Technology, Inc.:	$5,908,219	Cost Not-To-Exceed	Yes
3.	ProHealth Pharmacy Solutions, LLC:	$8,664,906	For Five Years	Yes
4.	Otis Elevator Company:	$1,452,328	Cost Not-To-Exceed	No
5.	TK Elevator:	$454,641	Cost Not-To-Exceed	No
6.	Agiliti Surgical, Inc.:	$1,281,694	For Two Years	No
7.	Biosense Webster, Inc.:	$1,095,015	For Three Years	Yes
8.	OrganOx, Inc.:	$1,600,200	For Two Years	Yes
9.	Baxter Healthcare Corporation:	$779,540	Cost Not-To-Exceed	No
10.	Huntington Technology Finance, Inc.:	$1,114,030	Capital Purchase	No
11.	Cardinal Health 110, LLC:	$196,933,920	For One Years	Yes
12.	JOC Contracts:	$20,000,000	Cost Not-To-Exceed	No
13.	AvMed, Inc.:	$11,400,000	For Two Years	No
14.	Lung Bioengineering, Inc.:	$665,000	For Two Years	Yes

Procurement completed an orderly administrative process with each item to bring the best value (cost, quality and outcome) with each project.

PUBLIC HEALTH TRUST BOARD OF TRUSTEES
PURCHASING REPORT

November 29, 2023

TO: PURCHASING AND FACILITIES SUBCOMMITTEE

FROM: PROCUREMENT MANAGEMENT DEPARTMENT

The following recommendations are made in accordance with the Trust's "Procurement Policy" and it's implementing "Procurement Regulation." This report includes competitively solicited contract awards over $3,000,000, waivers of formal competition over $250,000 and other categories for Board approval as prescribed by the Procurement Regulation. The entire report has been screened and assembled by the Procurement Management Department with the direct participation of the Directors and staff, all subject to review by the Chief Procurement Officer, consultation with the Executive Staff and the Chief Executive Officer, and reviewed for legal sufficiency by the County Attorney's Office.

SECTION I. AWARDS UNDER INVITATIONS TO BID (ITB's)
This section consists of awards under competitively solicited Invitations to Bid (ITB's) over $3,000,000.

No items to report.

SECTION II. AWARDS UNDER REQUESTS FOR PROPOSALS (RFP's)
This section consists of awards under competitively solicited Requests for Proposals (RFP's) over $3,000,000.

1. (2109253 – AW) The Revenue Cycle Division requests approval to award ten (10) contracts resulting from competitive Request for Proposals (RFP) 22-21507-AW for Accounts Receivables and Bad Debt Collections Agency Services. The contract term will be for three years with two options to renew (OTRs) of one year each (ongoing purchase).

Collection Agencies:

Alliance One:	$ 1,650,000
Bottom Line Systems:	$ 25,350,000
Centauri Health Solutions:	$ 2,250,000
Change Healthcare:	$ 26,400,000
First Source:	$ 6,900,000
Gulf Coast:	$ 4,500,000
Healthcare Retroactive:	$ 3,900,000
Jon B Sage:	$ 10,750,000
OVAG International:	$ 2,550,000
RTR Financial:	$ 750,000
This Request for Funding:	**$ 85,000,000 (For Three Years)**

Background
This competitive procurement was solicited and administered by the Procurement Management Department through a formal RFP process that was publicly advertised. Thirty-eight (38) proposals and two (2) no bid proposal were received via the Supplier Portal by the submittal deadline of July 1, 2022.

This RFP was designed to provide JHS with collection services provided by qualified firms with knowledge and experience in collecting payments from insurances and patients for patient care services, or Accounts Receivable/Bad Debt collections for various business lines. There are several different contracts being offered for a number of different types of collections of accounts receivable. The services solicited under this RFP include Early Out Self Pay Collections, Primary Bad Debt Collections, Secondary Bad Debt Collections, Early Out Insurance Collections, Out of State Medicaid Collections, International Collections, Denials Recovery Collections, Underpayment Collections, and Legal Services Collections.

The Agreements under this RFP cover fee for services rendered and will continue to be contingency based. The contingency rate is set independently for each collection group and vendor. All fees paid by the Trust are contingent upon the actual recovery of dollars and will not be paid unless the vendors perform satisfactorily in accordance with the provisions of the contracts.

The Selection Committee held six meetings during the evaluation process. Three of those meetings included Oral presentations with the vendors. The Selection Committee completed the final scoring and recommended that the ten highest ranked vendors move forward to negotiations.

In comparison to the existing contingency rates, the Contracts awarded under this RFP will reflect an overall cost reduction based on the new contingency rates as follows:

			New Contingency Rate			
	BUSINESS LINE	***CURRENT RATE***	Primary Vendor 1	Variance 1	Primary Vendor 2	Variance 2
1	Extended Business Office Insurance Follow-up (Under $1,000)	N/A	8%	N/A	7.25%	N/A
2	Denials Recovery (Balance Over $5,000)	15%	8%	-7%	14.25%	-.75%
3	Denials Recovery (Balance $500-$4,999)	17%	15%	-2%	17%	0%
4	Denials Recovery (Balance Under $500)	36.5%	30%	-6.5%	N/A	N/A
5	Early Out Self Pay	7%	3.75%	-3.25%	5%	-2%
6	Bad Debt Self Pay Primary	10%	9%	-1%	10%	0%
7	Bad Debt Self Pay Secondary Placement Pay	25%	13.90%	11.10%	24%	-1%
8	Audit and Collection Services for Underpayment and Contract Compliance	18%	18%	0%	N/A	N/A
9	Out of State Medicaid Collections	7%	6.85%	-.15%	N/A	N/A
10	International Collections	8%	8%	0%	N/A	N/A
11	Legal Services Collections	7.5%	10%	+2.5	N/A	N/A

The new contingency rates represent an estimated savings of $15,972,507.

In providing a statement on the benefits of this procurement to the Trust, the Revenue Cycle Division has explained that these Contracts perform like an extension of the Business Office. Vendors selected are qualified, knowledgeable and experienced in collecting payments from insurances and patients for patient care services, or providing Account Receivables/Bad Debt collections services.

Recommendation

The Revenue Cycle Department has determined that it is in the best interest of the Trust to enter into an initial three-year agreement with the awarded vendors. Awarding these contracts under this RFP will benefit the Trust as we contract with firms as an extension of our Business Office. These are qualified firms with knowledge and experience in collecting payments from insurances and patients for patient care services, or Accounts Receivable/Bad Debt collections. The services solicited under this RFP include Early Out Self Pay Collections, Primary Bad Debt Collections, Secondary Bad Debt Collections, Early Out Insurance Collections, Out of State Medicaid Collections, International Collections, Denials Recovery Collections, Underpayment Collections, and Legal Services Collections.

These contracts will benefit the Trust by:

1. Maximizing collections of third party and/or unidentified (self-pay or charity) insurances;
2. Increasing cash collections while reducing denials;
3. Reporting and tracking capabilities;
4. Identifying denial and recovery trends;
5. Utilizing latest industry technology and reporting standards.

On September 1, 2023, the Cone of Silence was lifted and the five-day protest period commenced. A bid protest was filed on September 8, 2023 by Hollis Cobb Associates ("HCA"). Procurement Management, in collaboration with the County Attorney's Office, carefully reviewed the RFP File, inclusive of the RFP documents, the proposal received, the non-responsiveness opinion and the recommendation to award.

After careful review of the Protest and RFP file, it has been concluded that a hearing is not appropriate to address the issues raised in the protest. HCA's bid protest fails to present a ground for protest that even, if true, would be sufficient to disturb the award recommendation. A bid protest may only be sustained if the Trust acted "fraudulently, arbitrarily, illegally, or dishonestly" in recommending a vendor for award. *Dep't of Transp. V. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988). Here, the Public Heath Trust of Miami-Dade County (the "Trust") properly deemed HCA non-responsive, because HCA simply did not submit rates for the option-to-renew periods. In doing so, the Trust did not act fraudulently, arbitrarily, illegally or dishonestly.

HCA failed to submit a bid responsive to all published requirements. In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. The determination of whether a variance or irregularity is minor is fact specific and may differ from bid to bid. Florida courts have used a two-part test to determine if a specific noncompliance in a bid would constitute a substantial and, thus, non-waivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers. HCA's failure to provide a response to Section 3.5, OTR pricing, is a material deviation from the specifications of the RFP that would deprive the Trust of any assurance that HCA would continue performing services during the Contract option-to-renew periods and at what rates. Section 3.5, Option to Renew, is a required submission that provides the Trust the discretion to extend the Contract for additional periods at its sole discretion. The other proposers provided the Trust with rates for the option-to-renew periods. HCA did not. HCA's failure prevented the Trust from making an apples to apples comparison amongst all proposers. Additionally, the argument set forth by HCA's protest, that the selection committee could have asked for additional information after HCA's submission, is contrary to the RFP terms which deems such a proposal incomplete at the time of submission and, therefore, ineligible for consideration by the Evaluation and Selection Committee. HCA would be provided an unfair competitive advantage if permitted to provide its option to renew pricing after all proposals have been opened and the company had the opportunity to review its competitors' prices.

The Chief Procurement Officer, in conjunction with the President and CEO and the County Attorney's Office, has concluded that the conduct of a hearing is not appropriate to the resolution of issues raised in the protest. Therefore, it is recommended that the PHT Board of Trustees deny the bid protest submitted by HCA and moves forward with the competitive award for Collection Agency Services, as outlined in this agenda.

The Contracts have varying notice periods relative to the termination for convenience and include UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

The Contracts were reviewed and approved by the County Attorney's Office for legal sufficiency and by Risk as to Insurance and Indemnification.

This procurement has been thoroughly reviewed for potential SBE participation. A 15% SBE subcontracting goal was applicable to each solicitation. Change Healthcare (4 points) and RTR Financial (9 points) are the only two firms who received evaluation points pursuant to the SBW Subcontracting Goal allotted for in the RFP. All vendors are aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In accordance with our Contractor Due Diligence review, the recommended awardees have provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust (**M. Torres).**

SECTION III. AWARDS UNDER THE COMPETITIVELY SOLICITED CONTRACTS OF OTHER PUBLIC PROCUREMENT ENTITIES

This section consists of awards over $3,000,000 under competitively solicited ("ITB," "RFP" or equivalent) contracts of other public and nonprofit entities.

No items to report.

SECTION IV. AWARDS UNDER GROUP PURCHASING ORGANIZATION ("GPO") CONTRACTS

This section consists of awards over $3,000,000 under Group Purchasing Organization ("GPO") contracts. GPOs are organizations that aggregate the purchasing volume of their members consisting of hospitals and other health care providers to leverage discounts with manufacturers, distributors and other vendors to realize administrative savings and efficiencies. The Trust's GPO is Vizient.

2. (2440247, 2422578, 2421796, 2419816-JM) The Perioperative Services Department requests a contract award to Wright Medical Technology, Inc., a wholly-owned subsidiary of Howmedica Osteonics Corp. ("Stryker"), for a period of three (3) years, accessing its competitively awarded Vizient Contract MS7501 for the continued provision, to Jackson Health System, of Trauma Foot and Ankle Orthopedics consumables and related accessories (ongoing purchase).

Wright Medical Technology, Inc.:

This Request for Funding: **$5,908,219**
(Cost Not-to Exceed)

Background

Wright Medical Technology, Inc., a wholly-owned subsidiary of Howmedica Osteonics Corp. ("Stryker"), will continue to provide the Trust with Trauma Foot and Ankle consumables and related accessories, accessing its competitively awarded Vizient Contract MS7501.

Stryker is dedicated to helping foot and ankle surgeons treat their patients more efficiently while enhancing patient care and the overall healthcare experience. Stryker offers a diverse array of advanced medical technologies and a comprehensive portfolio of products, such as, the AxSOS 3 Ankle Fusion System designed to fit. From population-based plate designs, to streamlined instrumentation, every feature was thoughtfully designed to fit patient needs. The Ortholoc 2 Jones fracture system is specifically designed for treatment of Jones Fractures. The chamfered and headless implants afford surgeons a system with a reinvented head profile, dual headless compression, and type II anodized titanium alloy material.

In explaining the benefits of this purchase, the Perioperative Services Department has offered that Wright Medical, now part of Stryker Orthopedics, contributes significantly to the field of orthopedics by specializing in foot and ankle orthopedics products used to treat conditions ranging from degenerative joint diseases to traumatic injuries. Wright Medical provides a comprehensive range of orthopedic products, including screws, nails, pins, and plates used in various surgical applications, from fracture fixation to joint reconstruction. Jackson Health System mainly utilizes these products in Orif Ankle, Orif Tibia Plateau, and IM Nail Femur procedures.

Recommendation

The Perioperative Services Department has determined that it would be in the Trust's best interest to continue procuring Wright Medical Foot and Ankle Orthopedics consumables and related accessories for a period of three years.

This procurement has been reviewed for SBE participation. The orthopedic products purchased under this agreement are provided from the original equipment manufacturer, Wright Medical Technology/Stryker. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. Wright Medical Technology/Stryker is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

ECRI has reported that Wright Medical Technology, Inc. has provided a competitive offer to the Trust.

The contract was reviewed and approved by Risk Management as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The OIG fees are provided as deductions on the invoices. The UAP fee will be provided as a quarterly rebate.

In providing an evaluation of the vendor's performance, The Perioperative Services Department has reported the following:

- The vendor's average turnaround time of goods/services delivery meets standards
- The vendor's deliverables meet contract requirements
- The vendor's responsiveness to safety issues and safety standards meets standards.

In accordance with our Contractor Due Diligence review, Wright Medical Technology, Inc. has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

Conflict of Interest Forms were received by Giselle Hernandez MD, Orthopedic Surgery, UM Health; Shawn Boomsman MD, Orthopedic Surgery, UM Health; Mario Cala, MD, Podiatrist, Foot and Ankle Surgeon, JNMC, and Jacqueline Brill, DPM. Podiatrist Medicine, JMH. **(M. Severe, B. Rodriguez, H. Clark, E. Borrego).**

SECTION V. AWARDS UNDER A WAIVER OF FORMAL COMPETITION

This section consists of awards over $250,000 without the formal solicitation of competitive bids or proposals. All award recommendations in this section have the approval of the President, are based on a finding that the waiver of competitive bidding is in the best interests of the Public Health Trust, and require a two-thirds affirmative vote of the Trustees present for approval.

A. Sole Source

Staff requests a waiver of formal competition for the contract items listed in this category because only one supplier exists for the required product/service.

3. (2420023 - LK) The Pharmacy Department is requesting approval to enter into a new five (5) year Agreement with ProHealth Pharmacy Solutions, LLC ("PPS") for home infusion services (new purchase).

ProHealth Pharmacy Solutions, LLC:

This Request for Funding: **$8,664,906**
(For Five Years)

Background

PPS has developed substantial experience and expertise in providing operational support, including clinical, reimbursement, and technical support to home infusion pharmacy providers offering ancillary services, such as those offered by Jackson Health System. PPS will administer certain administrative functions of the home infusion pharmacy services. Currently, patients who are discharged with Home Infusion orders are served by outside vendors. This would be a new business line and revenue for the Health System. It includes unfunded patients that currently have a level of pharmacy management on a case by case basis to optimize therapy. Pharmacy's plan is to stand up a Home Infusion Pharmacy to serve these patients and any of the patients being discharged with Home Infusion orders. Pharmacy will work with ProHealth. The vendor will provide back-office services to support the Jackson Home Infusion Pharmacy (JHIP), This Home Infusion pharmacy will use existing IV Room infrastructure at Jackson Memorial Hospital for drug mixing, picking and packing, and delivery preparation. The ProHealth services include 24-hour call, Home Nurse care management and coordination, Revenue Cycle management, Managed Care contracting support, and accreditation support. The vendor is paid based on collected revenue minus bad debt as outlined below:

The Trust will pay PPS as follows:

1. Implementation and Set-Up (First Installment): Fifty Thousand Dollars ($50,000) upon the execution of the agreement.

2. Implementation and Set-Up (Second Installment): Fifty Thousand Dollars ($50,000) upon the acceptance of the first patient for the Home Infusion Pharmacy Services.

3. On-Going Support Fee: Beginning in the month in which the first patient has been accepted for Home Infusion Service:

- Traditional Home Infusion Fee: Twenty-Five and one-half percent (25.5%) of the Home Infusion Business Net Revenue (Collected Revenue) generated per month.
- Specialty Home Infusion Fee: Fifteen and one-half percent (15.5%) of Home Infusion Net Revenue (Collected Revenue) generated per month.
- Alternative Minimum Fee. If the fees calculated under Sections 3.1 and 3.2 above total less than $25,000 in any month, that month's home infusion support fee will be an alternative minimum fee of $25,500.
- Zero-Revenue Patient Fee. A $250 fee will be applied for each zero-revenue patient (e.g., those with free drug programs, charity care patients) upon admission.

The anticipated cash flow for Infusion Services is listed below:

Anticipated Annual Cash Flow

Jackson Health

	0.2303	*0.2199*	*0.2164*	*0.2126*	*0.2123*	
Revenue Cash	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
Net Revenue	2,218,622	5,113,170	8,353,322	10,638,113	12,859,623	26,323,227
Cost of Goods Sold	1,338,458	2,852,306	4,546,485	5,664,092	6,792,591	14,401,342
Gross Margin	**880,164**	**2,260,863**	**3,806,837**	**4,974,021**	**6,067,032**	**11,921,885**
Expense Cash						
Automobile/Courier	22,550	54,758	96,130	130,587	170,006	304,025
Capital Outlay Year 1	427,734					427,734
EquipmentRent @1%NetRevenue	19,681	42,990	68,863	86,263	103,587	321,384
Outside Services	510,955	1,124,255	1,807,878	2,261,530	2,729,552	8,434,171
Payroll	216,888	400,412	426,724	489,576	675,651	2,209,251
Other G&A	65,604	143,301	203,496	231,612	276,232	920,245
Total General & Administrative	**1,263,413**	**1,765,716**	**2,603,092**	**3,199,568**	**3,955,028**	**12,786,816**
Net Cash Flow	**-383,249**	**495,148**	**1,203,745**	**1,774,453**	**2,112,005**	**5,202,102**

This funding request for $8,664,906 represents funding required for the initial five (5) year term for infusion services.

Recommendation

The Pharmacy Department has determined that it would be in the best interest of the Trust to enter into the new agreement with ProHealth Pharmacy Solutions, LLC for infusion services.

This contract can be terminated for convenience with a ninety (90) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

This procurement has been thoroughly reviewed for potential SBE participation. The pharmaceutical services provided under this agreement will be performed by ProHealth Pharmacy Solutions employees. The vendor does not subcontract any of its services. The opportunity to include an SBE partner is not available for this service activity. ProHealth Pharmacy Solutions is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In keeping with the Trust's goals related to its Environmentally Preferred Sourcing Program and overall sustainability objectives, the products and services have been identified to have environmentally preferred attributes. PPS is aware the health of their communities, colleagues, customers and partners depends on a commitment to sustainability. The company looks for ways to help reduce greenhouse gas (GHG) emissions, reduce landfill burden, conserve water and design products, services and solutions that help lessen environmental impact. PPS continues to measure and manage their impact, constantly pursuing opportunities for improvement. PPS is achieving real results in an effort to address the risks of climate change.

In accordance with our Contractor Due Diligence review, PPS has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Keith Fricker, Assistant Director of Pharmacy; and, Keith Crawford, President, ProHealth Pharmacy Solutions, with no reported disclosures. **(V. Goodnow)**

4. (PB-23-22640-SW) Jackson Memorial Hospital Department of Engineering Services is requesting continued contracting with Otis Elevator Company ("Otis"), the Original Equipment Manufacturer ("OEM") of record, for the continued provision of proprietary elevator maintenance and repairs to cover twenty-three (23) elevators at Jackson Memorial Hospital (JMH) (ongoing purchase).

Otis Elevator Company:	
This Request for Ongoing Maintenance Funding:	$1,292,328 (For Thirty-Six Months)
	$160,000 (As Needed)
Total Request for Funding:	**$1,452,328**

Background

The Trust has been utilizing the Otis Elevator Corporation Miami-Dade County (MDC) Sole Source Contract, #SS4416-15/25, for Elevator and Escalator Maintenance and Repair Services since 2015. The Engineering Services Department of Jackson Memorial has been accessing this Contract for elevator maintenance services. In addition to covering equipment maintenance services and repairs from the original equipment manufacturer, the Otis MDC Contract stipulates that all services procured under this Contract must be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA). Jackson Health System receives the support of MDC Office of Elevator Safety in ensuring that the contractor promptly corrects all deficiencies or defects in any work that fails to conform to the contract terms. There are established deliverables by, and consequences for, Otis, such as bearing all costs of correcting any rejected work. Another benefit of the Otis MDC Contract for elevator maintenance and repair services is the provision requiring all contractors to be duly licensed in their respective areas of expertise prior to performing services under the MDC contract.

Otis Elevator Corporation has equipment properties and software programming unique to its manufacturer standards. In order to continue the maintenance and repairs for each Otis elevator and to ensure all of the units operate reliably, the Department of Engineering and Plant Operations at Jackson Memorial has determined that it would be best to maintain a sole source elevator maintenance and repair contract with Otis, the original equipment manufacturer, by accessing the MDC Contract #SS4416-15/25. The Otis elevator maintenance and repair Contract was procured under the expertise of Miami-Dade County's Office of Elevator Safety by and through the Internal Services Department ("ISD"). As an annual requirement of the Contract, the Office of Elevator Safety (OES) reviews every proposal submitted by Otis to Engineering Services and approves them before Procurement issues a P.O. Also, the Office of Elevator Safety meets with Engineering Services regularly to discuss elevator service and status of repairs. In addition, OES surveys the physical equipment when deemed necessary. During fiscal year 2022 - 2023, the Office of Elevator Safety, conducted this due diligence in reviewing the procurement of services rendered to JHS' elevator equipment so as to ensure the equipment is being properly maintained for public safety.

Relative to this request for continued contracting with Otis, Miami-Dade County's ISD submitted price revisions for ongoing maintenance under Otis contract #SS4416-15/25-3 at $35,898per month for the Jackson Memorial units. This amount was deemed fair, reasonable, and consistent with the rates and contract criteria previously established between Otis and Miami-Dade County.

Recommendation

During fiscal year 2022-2023, Engineering Services reported that Otis met requirements in key areas of contractor services such as competency, emergency responsiveness and safety standards. Continued ongoing maintenance and repair services are needed for the Otis elevators to ensure patient and employee safety at Jackson Memorial. Therefore, approval is requested for up to 36 months' service, at $35,898 per month for the not-to-exceed spend of $1,292,328, accessing Otis Elevator's Miami-Dade County ISD Sole Source Contract #SS4416-15/25-3. The necessary ongoing consistent use of the elevators on the JMH campus requires the continuing upkeep of maintenance and repairs for several elevators on campus. Funding in an amount not-to-exceed $160,000 is also being requested to cover future miscellaneous repairs not covered under Otis' preventative maintenance program at Jackson Memorial.

The total amount of $1,452,328 ($1,292,328 + $160,000) being requested will cover the maintenance and repairs to keep the elevators functioning effectively and efficiently. Miami-Dade County's Office of Elevator Safety carefully reviews, evaluates, negotiates, and approves Otis repair proposals in order to ensure cost reasonableness and contract compliance. ISD will also monitor and administer field work, as well as review and approve invoices in order to ensure that authorized work is completed in accordance with the Contract.

This Contract can be terminated for convenience with a thirty (30) calendar-days notice and includes Miami-Dade County UAP and OIG provisions. The Miami-Dade County UAP and OIG fees are taken as deductions on the invoices.

Miami-Dade County Otis Contract #SS4416-15/25-3 is approved with a 'No Measure' for SBE.

In providing a statement in line with the Trust's initiatives for Environmental Responsibility, Otis has offered the following: "In addition to innovating smarter, more sustainable and efficient technologies for our customers, Otis is focused on improving sustainability across our operations. Our goals guide our energy, emissions and waste-reduction initiatives and support our facilities' progress toward certification for best-practice environmental, health and safety standards. Environmental Product Declarations (EPDs) help our customers choose sustainable products for their buildings. We are steadfast in achieving our ESG goals in four key pillars: Environment & Impact, Health & Safety, People & Community, and Governance & Accountability. As part of our focus on Environment & Impact, we are committed to registering and publishing Environmental Product Declarations for our next-generation elevator and escalator product platforms in accordance with ISO 14025 – the international standard driving criteria for environmental product declarations. A cornerstone of our factory emission reduction program is the implementation of energy best management practices. These include: • Upgrading lighting to high-efficiency LEDs • Upgrading HVAC (heating, ventilation and air conditioning) and boiler equipment • Upgrading building material insulation and altering external airflow • Optimizing machinery use and shutdown time • Adding building automation to use energy only when needed. As we help the world's cities grow and people move, we are committed to managing our impact on the environment. We are reducing our emissions by measuring and managing the environmental impact of our products and operations, including our factories, real estate and fleet. A roadmap is in place to continue our progress in making positive impacts across our value chain."

In providing an evaluation of the vendor's performance, Engineering Services has reported the following:

- The average turnaround time of goods/services delivery meets standard.
- The competencies of contracted staff meet standard.
- The effectiveness of on-site management, including management of subcontractors, meets standard.
- The ability to successfully respond to emergency situations meets standard.
- The responsiveness to safety issues and safety standards also meets standard.

In accordance with the Contractor Due Diligence review, Otis Elevator Corporation has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver/Sole Source Justification has been provided and a Conflict of Interest Declarations have been signed by Richard Gamble, Director of Engineering, Jackson Memorial Department of Engineering and Plant Operations and by Bernie Adair, Repair Sales Manager of Otis Elevator Corporation, with no reported disclosures **(L. Marin**).

5. (2322641-SW) Jackson Memorial Hospital ("JMH"), Engineering Services, in collaboration with the Procurement Management Department (PMD), requests the approval of funds to award a contract to TK Elevator, the Original Equipment Manufacturer ("OEM") of Record, pursuant to the terms of Miami- Dade County contract #SS1243-3/24-3 to complete the modernization of two (2) TK elevators located in the East Tower and ACC East Buildings (ongoing purchase).

TK Elevator:

This Request for Funding: **$454,641**
(Cost Not-to-Exceed)

Background

The TK Elevator unit, #ET-108, in East Tower, and unit #AE-34, in ACC East Building, provide transportation of patients, visitors, and Jackson Memorial Hospital (JMH) staff members to 7 floors, 24 hours per day, and 7 days per week. Therefore, it is important that these units consistently operate in a safe, reliable, and efficient manner. The units, including the machine room regulating them, have been in operation for many years; and, therefore, they are due to be modernized. This will entail upgrading some components and replacing other parts. Since 2014, Engineering Services, along with Facilities, Design and Construction, have procured numerous elevator modernization services for multiple units campus-wide, utilizing awarded Spot Market Request for Quotes issued by PMD.

As a result of consulting with Gregory Perello, Elevator Contract Specialist, of the Office of Elevator Safety of Miami-Dade County/Internal Services Department, the elevator modernizations will be procured from TK Elevator, accessing its Miami-Dade Sole Source Contract, in the requested not-to-exceed amount of $454,641. **The modernization proposal and dollars have been thoroughly reviewed and approved by the Office of Elevator Safety of Miami-Dade County. The pricing is per the terms of Miami- Dade County TK Elevator OEM Contract #SS1243-3/24-3. TK Elevator is also the original equipment manufacturer (OEM) for the TK elevator units on the JHS Hospital campuses.** TK Elevator systems have equipment properties and software programming different from those of other manufacturers, such as Schindler and Otis; therefore, it is important that the TK elevators are maintained and modernized by the OEM. For this reason, Miami-Dade County awarded Sole Source Contract #SS1243-3/24-3 to TK Elevator for the maintenance, modernization, and repairs of its TK Elevator units. TK Elevator has maintained successful operation of its elevator equipment on the JMH Main campus for many years.

Recommendation

To satisfy the urgent need to modernize the equipment, Engineering Services, in collaboration with Procurement Management, has determined that it would be in the Trust's best interest to access TK Elevator's Miami-Dade County Internal Services Department Sole Source Contract SS1243-3/24-3 for approval of the not-to-exceed amount of $454,641 to effect the modernization of the two units.

Services include, but are not limited to, the installation of new controllers and drive systems, refurbishing machines and providing remote monitoring services. In addition, car fixtures and hallway fixtures will be upgraded. The amount requested also includes "work by others" (code- required work outside the scope of the elevator service company), such as, fire alarm, and general contracting. This contract has provisions to ensure that TK Elevators satisfactorily performs the services required by JMH. Miami-Dade County's Office of Elevator Safety will provide support to ensure vendor's compliance with the terms of Contract # SS1243-3/24-3, as well as oversight of "work by others," to ensure code compliance.

In providing a statement in line with the Trust's initiatives for Environmental Responsibility, TK Elevator has offered the following: "At TK Elevator, sustainability is built into the company's fabric and geared to creating value for all of our stakeholders while positively impacting the environment and the communities in which we operate. Whilst increasing eco-efficiency within our products, we are likewise taking further action to reduce emissions within our operations. As of today, we have lowered our scope 1 and 2 emissions by 21% compared to our base year (2019) and we are further executing on our de-carbonization roadmap to deliver on our net zero commitment by 2050 at the latest."

The Contract can be terminated for convenience with a thirty (30) calendar- day notice and includes Miami-Dade County UAP and OIG fees. The Miami-Dade County UAP and OIG fees are taken as deductions on the invoices.

Miami-Dade County TK Elevator Contract #SS1243-3/24-3 is approved with a 'No Measure' for SBE.

In providing an evaluation of the vendor's performance. Engineering Services has reported the following:

- The average turnaround time of goods/services delivery meets standard.
- The competencies of contracted staff meet standard.
- The effectiveness of on-site management, including management of subcontractors, meets standard.
- The ability to successfully respond to emergency situations meets standard.
- The responsiveness to safety issues and safety standards also meets standard.

In accordance with JHS' Contractor Due Diligence review, TK Elevator provided a Sworn/Notarized Statement to the Trust's Procurement Management Department identifying: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submitted to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations have been signed by Richard Gamble, Director of Engineering Services, JHS, and by William Rosales, TK Senior Sales Executive, with no reported disclosures **(L. Marin**).

B. Physician's Preference

Staff requests a waiver of formal competition for the contract items listed in this category because a physician and a clinician have requested the particular item, without which the physician and clinician cannot successfully and safely render patient care.

No items to report.

C. Standardization

Items in this category have been established as the Trust standard.

6. (2438229, 2419823, 2421904, 2423287-JM) The Perioperative Services Departments request approval to extend the term of Contract BW 22-21331-JM, with Agiliti Surgical, Inc., for the continued provision of Surgical Laser Rental and Services to Jackson Health System (ongoing purchase).

Agiliti Surgical, Inc.:

Previously approved amount: (Under CPO delegated authority)	$242,000 (For One Year)
This Request for Funding:	**$1,281,694** **(For Two Years)**

Background

In June 9, 2023, a non-competitive contract was awarded to Agiliti Surgical, Inc., in the amount of $242,000, for an initial one-year term under CPO Delegated authority, to provide to the Trust Surgical Laser Rental and Services needed to treat benign prostatic obstruction. This contract accesses the non-competitive awarded Vizient Agreement SV1830.

This request, in the amount of $1,281,694 will extend the contract through June 8, 2026 to cover the cost of an additional two years for a total three-year term and will cover past due balances in the amount of $267,621.86. By awarding the contract for an initial one year in June 2023, the Trust was able to lock in prices for a three-year term through May 31, 2026 and cover some past due balances from 2022.

Agiliti surgical equipment and lasers are rented to complete greenlight laser vaporization, which is used to treat benign prostatic obstruction. The holmium laser is rented for enucleation of the prostate, in which the laser is used to remove tissue that is blocking urine flow through the prostate.

In providing a statement on the benefit, to the Trust, of this procurement, the Perioperative Service Departments have offered that Agiliti's large inventory provides JMH access to a wide variety of available equipment. They have sourcing

capabilities from over 200 manufacturers and deliver specific models of equipment that staff already know and trust. Agiliti meets the Health System's short-term equipment needs. They also provide certified technicians, alleviating the need to onboard employees and maintain certifications.

Recommendation
In light of the forgoing, the Perioperative Services Department has determined that it would be in the Trust's best interest to extend the contract with Agiliti Surgical, Inc., for the continued provision of its Surgical Laser rental and services through May 31, 2026.

This procurement has been thoroughly reviewed for potential SBE participation. The laser services provided under this agreement will be performed by Agiliti employees. The vendor does not subcontract any of its services. The opportunity to include an SBE partner is not available for this service activity. Agiliti is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In addressing Environmental responsibility in line with the Trust's Environmentally responsible initiatives, Agiliti has offered the following:

"CLIMATE AND ENERGY MANAGEMENT. In our effort to address climate change, it is essential that we do our part in the industry to ensure a healthier planet for generations to come. Our business is driven by our dedication to continuous improvement and to driving efficiencies throughout our operations. Across our value chain, we look for ways to manage and reduce our energy consumption and associated greenhouse gas (GHG) emissions through the following initiatives: • We manage our facilities and our fleet vehicles always seeking opportunities to reduce energy consumption and improve efficiency. By monitoring our vehicles through telematics and implementing safe driving policies, we have significantly reduced our vehicle energy consumption and carbon intensity. • We also work with our warehouse partners to realize energy savings whenever possible, including, for example, those based on the ongoing installation of energy-efficient LED lighting and insulation enhancements in our facilities. • We commit to work that will help us reduce energy intensities over time and reporting our energy consumption impacts annually. As part of our climate strategy in 2022, we partnered with a third-party assurance provider to quantify and validate our Scope 1 and Scope 2 GHG emissions inventory. We have approximately 218 operational buildings and facilities that make up our carbon footprint in the United States. We used an operational control approach to set inventory boundaries where facilities are not wholly owned by Agiliti. Data estimations consistent with the Greenhouse Gas Protocol (GHGP) and U.S. Environmental Protection Agency (EPA) guidelines were used for simplifying our carbon footprint based on this method. We are in the process of conducting a Scope 3 screening to enhance our data collection processes in preparation for increased regulatory requirements. As our business grows, we will continue to measure and manage our climate and energy impact, pursue opportunities for improvements, and aim to achieve operational results that benefit our communities and the environment."

In accordance with JHS' Contractor Due Diligence review, Agiliti Surgical, Inc., has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

In providing an evaluation of the vendor's performance during the current contract year, the Perioperative Services Department has reported the following:

- The average turnaround time of goods delivered meets the required standard.
- Ability to successfully respond to emergency situations meets standards.
- Responsiveness to safety issues and safety meets standards.

The underlying contract was reviewed and approved by Risk Management as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This underlying contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Oscar Betancourt, VP, Jackson Memorial Hospital; Patricia Plair, CFO, Jackson Memorial Hospital; Sunitha Abraham, Sr. Director of Perioperative Services, Jackson Memorial Hospital; Alejandro Cid, Director Business Operations PeriOperative Services, JMH, Susan Chediak, Director Perioperative Services Department, Jackson West Medical Center; Ariel Kaufman MD,

Urology, Jackson Health System; Esteban Humeniuk, Associate CNO JSMC, Jackson South Medical Center; Milaydi Hernandez, Nurse OR Administration, Jackson South Medical Center; and Matthew McCabe, SVP Finance, Agiliti Surgical, Inc., with no reported disclosures **(B. Rodriguez, H. Clark, E. Borrego, M.S. Severe)**

7. (2243618, 2449004-JR) The Cardiovascular Service Departments, Jackson Memorial Hospital ("JMH") and Jackson North Medical Center ("JNMC"), request a contract award to Biosense Webster, Inc. a Division of Johnson & Johnson Inc., for a period of three (3) years for the purchase of its Carto 3 Equipment & Software, and Service maintenance (new purchase for JNMC, ongoing purchase for JMH).

Biosense Webster, Inc., a Division of Johnson & Johnson, Inc.:

This Request for Funding: **1,095,015**
(For Three Years)

Background
Biosense Webster, Inc. a Division of Johnson & Johnson Inc. ("J&J"), will continue to provide the Trust with Carto 3 Equipment & Software, and Service. The CARTO® 3 System is an advanced 3D mapping system with integration, scalability, and insights, supporting EPs Electro Physiological cases in making optimal treatment decisions. CARTO® is a special 3D electro-anatomical reconstruction system that allows navigation inside the cardiac chambers in real-time, without fluoroscopy, and with great precision. It is an equipment used to treat patients with different types of cardiac arrhythmia.

Jackson North Medical Center currently does not have an ablation system. In order to properly and safety treat patients with certain arrhythmias, they need to purchase the Carto 3 Equipment & Software, and Service with maintenance subscription. The service Agreement will cover service and maintenance for the CARTO® 3 System, Smart Ablate System, Smart Ablate Remote Control & Irrigation Pump.

Jackson Memorial Hospital currently has CARTO® equipment on location; this request for JHS is to renew CARTO® 3 System Service and maintenance subscription. The service agreement will cover service and maintenance for the CARTO® 3 System, Smart Ablate System, Smart Ablate Remote Control & Irrigation Pump.

In providing a statement on the benefit, to the Trust, of this procurement, the Cardiovascular Service Departments have offered that we would benefit in purchasing the ablation system to provide service in a safe and accurate manner. The CARTO system, is a special 3D electro-anatomical reconstruction system that allows navigation inside the cardiac chambers in real-time, without fluoroscopy, and with great precision. It is an equipment used to treat patients with different types of cardiac arrhythmias. Jackson North Medical Center currently does not have an ablation system. In order to properly and safely treat patients with certain arrhythmias they would need a system that will allow them to visualize the origin of the arrhythmia and to treat precisely.

Recommendation
The Cardiovascular Service Department, Jackson Memorial Hospital ("JMH") and Jackson North Medical Center ("JNMC") recommends a product standardization award to Biosense Webster, Inc., a Division of Johnson & Johnson Inc., for a period of three (3) years for the purchase of its Carto 3 Equipment & Software, and Service maintenance. Negotiations with vendor resulted in the Trust achieving a total cost savings of $235,399.93 during contract term.

ECRI has reported that Biosense Webster, Inc. has provided a competitive offer to the Trust.

This procurement has been reviewed for SBE participation. The specialized Carto equipment, software and maintenance service purchased under this agreement are provided from the original equipment manufacturer, Biosense Webster of Johnson & Johnson. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. Biosense Webster is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

The contract was reviewed and approved by Risk Management as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

In accordance with our Contractor Due Diligence review, Biosense Webster, Inc., has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Karla Barreto, Nurse Manager, Jackson North Medical Center; Ryan Hawkins, VP Jackson North Medical Center; Julie Dircks, CFO Jackson North Medical Center; Alejandro Cid, Director of Business Operations, Jackson Memorial Hospital; Josen Thomas, Director of Cardiovascular Department, Jackson Memorial Hospital; Oscar Betancourt, VP, Jackson Memorial Hospital; Patricia Plair, CFO, Jackson Memorial Hospital and Jeffrey Skribner, Contract Manager, Biosense (J&J) with no reported disclosures. **(H. Clark/M. S Severe)**

Non-Competitive Cooperative Purchasing
This subsection consists of awards under the contracts of other public entities that were not competitively solicited.

No items to report.

D. Miscellaneous Bid Waiver
This subsection consists of awards not falling in the other categories of waiver of formal competition but where waiver is deemed to be in the best interests of the Trust.

8. (2425878, 2439735 - GP) Jackson Health System's Miami Transplant Institute (MTI) is requesting the approval to purchase OrganOx Inc.'s Liver Perfusion Services and Equipment, the OrganOx Metra for a period of two (2) years **(**new purchase).

OrganOx, Inc.:

This Request for Funding: **$1,600,200**
(For Two Years)

Background
The Miami Transplant Institute (MTI) is requesting approval to purchase Liver Perfusion Services, which includes the equipment, from OrganOx, Inc. over a two-year period. This service provides machinery used to perfuse donor livers with oxygenated blood, medications and nutrients at normal body temperatures in order to preserve the function of the donor organs and assess organ quality prior to transplant. This machine will improve patient outcomes, as it allows surgeons not only to assess the function of donor organs prior to transplantation; but, this assessment will contribute significantly to reducing early transplant dysfunction allowing the medical team the opportunity to decline transplanting the organ if the quality is shown not to t be suitable for transplant. Without this machine, it is much more difficult for the surgeon to ascertain suitability of an organ prior to transplantation.

Miami Transplant Institute (MTI) participated in a clinical research study while this machine was undergoing FDA approval. Use of this equipment, since FDA approval, has clinically improved liver transplant outcomes. UM/MTI Transplant surgeons and MTI organ procurement staff has already been trained in the use of this machine as part of the clinical research study. The Metra offers clinicians more time to plan and prepare liver transplant surgery without compromising patient outcomes· OrganOx Metra enables clinicians' functional assessment of donor livers, resulting in increased utilization. With the use of the OrganOx Metra, the donor liver is perfused with oxygenated blood, medications and nutrients at normal body temperature and near physiological pressures and flows, continuously. This system is fully automated, easy-to-use and preserves the donor organ in a functional state for up to 24 hours.

ECRI reported that they have no comparison data for pricing/savings recommendation. Nonetheless, Procurement Management reached out to vendor with a view to securing reduced pricing. However, vendor advised that they do not provide discounts of any sort. There is only one other device similar to the OrganOx; in securing a quote, pricing was double of the quoted price from OrganOx.

Recommendation
The Organ Transplant Department has determined it would be in the best interest of the Trust to purchase the Liver Perfusion Services and Equipment from OrganOx, Inc. for a 2-year term during which time arrangements will be made to continue service.

In providing an evaluation of the vendor's performance during the current contract, the Pharmacy Department has reported the following:

- The average turnaround time of services delivery meets established standards.
- The competencies of contracted staff meet established standards.
- The vendor's deliverables meet contract-established standards.

This procurement has been reviewed for SBE participation. The medical equipment products purchased under this agreement are provided from the original equipment manufacturer, OrganOx Limited. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. OrganOx Limited is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In accordance with JHS' Contractor Due Diligence review, OrganOx, Inc. has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Rachel De Pons, Manager, Organ Placement and Preservation, MTI; Rodrigo Vianna, MD, Director of Transplant Services, MTI and Rupa Basu, President of North America for OrganOx, Inc. with no reported disclosures **(L. Preczewski).**

9. (2421512-GB) The Adult Dialysis Department at Jackson Memorial Hospital is requesting approval for funding to purchase thirty (30) PrisMax V3 Control Units, ten (10) Warmer Holders, and ten (10) Thermaxs (new purchase).

Baxter Healthcare Corporation:

This Request for Funding: **$779,540**
(Cost Not-to-exceed)

Background

The PrisMax system is designed to provide individualized therapies for critically ill patients in the intensive care unit (ICU) and to give healthcare professionals more confidence in the delivery of continuous renal replacement therapy (CRRT) and therapeutic plasma exchange (TPE) therapies. Building on 20-plus years of critical-care expertise, the PrisMax system helps clinicians meet the evolving needs of their ICU to maximize therapy delivery and the quality of patient care now and in the future through enhanced simplicity, efficiency and accuracy. The PrisMax system builds on Baxter's commitment to safety, with integrated features that monitor therapy setup and delivery and may help reduce human error.

The PrisMax control unit is intended for:

- CRRT for patients weighing 20 kg or more with acute renal failure and/or fluid overload.
- TPE therapy for patients weighing 20 kg or more with diseases where removal of plasma components is indicated.

In explaining the benefits, to the Trust, of this procurement, The Adult Dialysis Department has offered that the PrisMax device is essentially a lifesaver for patients suffering from acute renal failure and/or fluid overload, offering a treatment known as Continuous Renal Replacement Therapy (CRRT). This continuous therapy is indispensable for those patients who can't withstand the rigors of traditional dialysis treatments. What makes PrisMax even more versatile is its ability to perform Therapeutic Plasma Exchange (TPE) therapy, which is beneficial for those suffering from diseases that call for fluid removal of plasma components. Bearing in mind that nearly 60% of adult ICU patients and 27% of children and young adults in ICU develop acute kidney injury (AKI), and the fact that the number of AKI cases treated with dialysis has more than doubled over the past decade, this device plays a critical role in patient care in intensive care units, including Jackson Memorial Hospital and Holtz Children's.

The ECRI benchmark price report indicates the prices quoted to the Trust on the PrisMax units and Warmer Holders are the lowest they have seen offered. Therefore, ECRI is unable to provide additional cost savings on these items. **A value-add to this procurement is the training that is being included at no cost. Vendor has agreed to provide 40 business days of training for nurses in the department at cost savings of $100,000. A one-year warranty on the units is also included.**

Baxter has advised Procurement that the pricing presented is the lowest pricing that the company can offer. The pricing reflects volume discounts and is presented as a total package.

In providing a statement in line with the Trust's environmentally responsible initiatives Baxter has offered that it agrees to comply with the provisions of the Environmental Protection Agency (EPA), as applicable to this Purchase Agreement and Environmentally Preferable ("Green") Procurement. Baxter will ensure, to the maximum extent economically feasible, the use of environmentally preferable products or services. This includes, but is not limited to, products that are durable, recyclable, reusable, readily biodegradable, energy efficient, made from recycled materials, and nontoxic, The company is committed to providing products and services on the basis of long-term environmental and operating costs. Baxter has also offered that, through sustainable design, the company minimizes environmental impact and capture more value from the natural resources used to manufacture, transport, use and recover its products. To support these efforts, Baxter requires an EHS&S assessment during the development process for all new products. Materials use is a key driver of Baxter's environmental footprint; as such, the company works to reduce materials use in products without affecting efficacy, and to avoid or minimize materials of concern. Additionally, Baxter reduces materials use in packaging and always explores opportunities to substitute with environmentally preferable alternatives.

Recommendation

The Adult Dialysis Department at Jackson Main has determined that it is in the Trust's best interest to purchase the PrisMax Control Units with Baxter Healthcare Corporation via a bid waiver Contract.

This procurement has been reviewed for SBE participation. The dialysis consumables products purchased under this agreement are provided from the original equipment manufacturer, Baxter. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. Baxter is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

The purchase includes the OIG and UAP fees. These fees are provided as deductions on the invoices.

In accordance with JHS' Contractor Due Diligence review, the equipment manufacturer, Baxter Healthcare Corporation, has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided by the Adult Dialysis Department at Jackson Main, and Conflict of Interest Declarations have been signed by Janette Weir, Nurse Manager, Jackson Main and by Janet McClain, Contract Analyst, Baxter Healthcare Corporation, with no reported disclosures **(O. Betancourt).**

10. **(2434608-JFJ**) The Biomedical Services Department, Jackson Memorial Hospital ("JMH"), requests a contract award to Huntington Technology Finance, Inc. ("Huntington") for the Fair Market Value ("FMV") capital buyout of Linet of America's ("Linet") medical bed frames and related accessories (ongoing purchase).

Huntington Technology Finance, Inc.:

This Request for Funding: **$1,114,030**
(Capital Purchase)

Background

In September of 2016, Jackson Memorial Hospital entered into a 5-year lease agreement for the financing of Linet's medical bed frames and related accessories. This effort supported standardization for this product category across the Jackson Memorial Medical Campus, and was in line with capital purchase efforts completed at Holtz Children Hospital and Jackson South Medical Center for these same items. Linet has been the standard provider of choice for bed frames, mattresses and related accessories for Jackson Health System since 2016.

This FMV Capital buy-out request will allow the Trust to acquire this equipment at a value less than its current market worth. **Per ECRI, the estimated market cost assessment for this equipment ranges from $1.8M-1.9M, providing the Trust with an estimated cost avoidance of $685K through this purchase. ECRI has concluded that Huntington provided a competitive FMV capital buyout quote offer to the Trust. The FMV for these items has been assessed at below market average price.**

This equipment is still functional and can continue to provide value to JMH's operations. By opting for this FMV buyout, JMH will benefit from the remaining useful life of these assets until a decision to replace or upgrade the beds is made.

Recommendation
In the best interest of the Trust, the Biomedical Services Department, Jackson Memorial Hospital, in conjunction with Administrative, Nursing, and Finance leadership from all three requesting facilitates recommends for the contract award, to Huntington, for the FMV capital buyout of Linet of America's ("Linet") medical bed frames, accessories, and related accessories.

In accordance with our Contractor Due Diligence review, Huntington has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust **(H. Clark).**

SECTION VI. OPTIONS-TO-RENEW AND CONTRACT MODIFICATIONS FOR CONTRACTS THAT WERE COMPETITIVELY SOLICITED

This section refers to existing contracts that were competitively bid ("ITB", "RFP", "GPO" or "Piggyback") at their origin and consists of either (a) the exercise of established options to renew or (b) the execution of contract modifications for which the Procurement Policy requires prior Board approval.

11. (2440259, 2421298, 2421421, 2421381, 2417939, 2417935, 2417941, 2417946, 2436010, 2417919 - LK) The Pharmacy Services Department is requesting approval of the first option to renew term for one year and additional funds to be added to the agreement pursuant to RFP No. 17-14088-LK with Cardinal Health 110, LLC for Pharmaceutical and Specialty Pharmaceutical Distribution Services (ongoing purchase).

Cardinal Health 110, LLC:

Previously Approved Funding:	$703,216,826 (For Five Years)
This Request for Funding:	**$196,933,920** **(For One Year)**
Total Approved Funding:	$ 900,150,746

Background
Jackson Health System's (JHS) Pharmacy Departments entered into an agreement with Cardinal Health 110, LLC from December 1, 2018 through November 30, 2023 for Pharmaceutical and Specialty Pharmaceutical Distribution Services to meet the needs of the Trust. The Agreement was awarded in the amount of $500M for the initial five-year term via Resolution No. PHT 10/2018-051 approved October 31, 2018. Additional dollars valued at $436,000 were added for Contrast Media for Jackson North Medical Center and Jackson South Medical Center approved May 31, 2019 under CPO delegated authority. A standing PO was established with Cardinal Health to facilitate orders for contrast items used by the Radiology Department.

Contrast purchase orders are sent to Cardinal through the JHS Infor system. Those purchase orders are created from either Optiplex, Omnicell, or RQC Infor Requisitions. As part of the Trust's standardization, all sites changed ordering platforms for Contrast and established a standing PO, transitioning the ordering process from Infor to Order Express, which now facilitates the ordering, receiving, and payment process to Cardinal.

An additional $2,725,000 was requested, subsequently, for Jackson South Medical Center and Jackson North Medical Center to support the expanding Pharmacy initiatives. $2M of the additional $2,725,000 was approved under the Chief Procurement Officer's delegated authority. The remaining $725,000 that was needed to cover these expanding Pharmacy initiatives was approved via Resolution No. PHT 02/2020-010 on February 20, 2020. Jackson West Medical Center (JWMC) was added to the Agreement, and an additional $154,787,673 was requested for other areas of the Trust and approved via Resolution No. PHT 04/2021-014 on April 27, 2021. Jackson Medical Group (JMG) locations were added to the Agreement in March 2022 and additional dollars were requested valued at $300,000, approved under Chief

Procurement Officer Authority. An additional $42,968,153 was approved via Resolution No. PHT 06/2022-030 for all areas where purchase order values reached a threshold of 30% or less. Additional funding valued at $2,000,000 was approved to be added to the Agreement under Chief Procurement authority for areas with less than 5% funding remaining in their Cardinal Health budget.

This funding request for $196,933,920 represents additional dollars for the first option to renew term of the competitive contract for a period of one (1) year based on the average monthly spend projected for this renewal term.

Recommendation
The Pharmacy Department, in conjunction with the Procurement Management Department, requests approval to exercise the first option to renew term. Pricing remains the same.

This underlying Contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The OIG fee is provided as a deduction on the invoices. The UAP fee is provided as an upfront discount for qualified purchases.

The underlying Contract has been approved by Risk as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This procurement has been thoroughly reviewed for potential SBE participation. Contractor has agreed to engage Miami-Dade County SBE firms in the fulfillment of services during this contract period, as the opportunity presents.

In providing an evaluation of the vendor's performance, during the current contract term, the Pharmacy Department has reported the following:

- The average turnaround time of goods/services delivery meets standard
- The deliverables for contract requirements meet standard
- The ability to successfully respond to emergency situations meets standard
- The responsiveness to safety issues and safety standards meets standard

In keeping with the Trust's goals related to its Environmentally Preferred Sourcing Program and overall sustainability objectives, the products and services have been identified to have environmentally preferred attributes. Cardinal is aware the health of their communities, colleagues, customers and partners depends on a commitment to sustainability. The company looks for ways to help reduce greenhouse gas (GHG) emissions, reduce landfill burden, conserve water and design products, services and solutions that help lessen environmental impact. Cardinal continues to measure and manage their impact, constantly pursuing opportunities for improvement. The vendor is achieving real results in an effort to address the risks of climate change.

In accordance with our Contractor Due Diligence review, Cardinal has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust. **(V. Goodnow).**

12. (16-14204-JE) The Facilities, Design & Construction, and Engineering Departments request an increase to the maximum allowable amount of the Job Order Contract (JOC). The Services under this Agreement include Miscellaneous Construction of qualified general, electrical, mechanical, and roofing contractors to perform miscellaneous construction services on an as-needed basis throughout Jackson Health System's various locations. Contracts were initially awarded in January 2019 (ongoing purchase).

Job Order Contracts (JOC):

Previously Approved Funding:	$25,000,000
This Request for Construction Funding for Work Order:	**$20,000,000 (Cost Not-to-Exceed)**
Total Approved Funding:	$45,000,000.00 (Cost Not-to-Exceed)

Background

The JOC Contract Program is a competitively-bid, firm-fixed-price, indefinite-quantity Contract, which was awarded in January 2019. The Contract is currently in place through the end of 2023 and has one additional extension available through June of 2024. The work includes a collection of tasks and related specifications with pre-established unit prices. The Contracts have been utilized for repair, alteration, construction, maintenance, rehabilitation, demolition, and construction of infrastructure and buildings through individual Job Orders, accompanied by requisitions from the Facilities, Design & Construction, and Engineering Departments, issued under the Contracts as projects are identified. The Contracts and each related work order are managed by the Facilities, Design & Construction and Engineering Departments, respectively.

The contractors listed submitted bids for the multiple Contract Identifiers and were given the following unique Contract Identifiers:

- GC-01 – General Construction – Open Market 30% SBE-C: Small Business Contracting Goal:
  (Hospital Experience Required) – Lee Construction, FHP Tectonics, Harbour Construction, and Lego Construction
- GC-02 – General Construction – SBE-C Level 2 Set-aside:
  (Hospital Experience Required) Harbour Construction and Lego Construction
- GC-03 – General Construction – SBE-C Level 2 Set-aside:
  (No Hospital Experience Required) Harbour Construction, Epic Consultants, Stone Concept Miami, and OAC Action Construction
- EC-04 – Electrical Construction – Open Market, SBE-C participation encourage:
  (Hospital Experience Required) Solares Electrical Services
- EC-06 Electrical Construction – SBE-C Level 1 Set-aside:
  (No Hospital Experience Required) G&R Electric Corp.
- MC-07 – Mechanical Construction – Open Market, SBE-C participation encourage:
  (Hospital Experience Required) Comfort Tech Air Conditioning
- RC-11 – Roofing Construction – SBE-C Level 2 Set-aside:
  (No Hospital Experience Required) A1 Property Services Group

The contract documents include a Construction Task Catalog® (CTC) containing construction tasks. All pre-established unit prices are based on local labor, material and equipment prices and reflect the direct cost of construction (excluding overhead and profit). Other than providing the JOC contractor with the opportunity to provide a JOC proposal, the Trust makes no additional guarantee as to the minimum amount of work that will be awarded under the contract. All work under these Contracts will meet applicable federal, state, and local laws, codes, ordinances, and regulations. The contractors will be required to obtain all required permits and inspections. The Trust will reimburse the contractor for permit fees.

Contractors awarded general construction Contracts under "Open Market" competition must subcontract a minimum of 30% of the dollar value of the Contract to contractors that hold current (at the time of the subcontract) and valid SBE-C certifications under the Miami-Dade County Department of Small Business Development's SBE-C program. If a contract is awarded to an SBE-C Contract under "Open Market" competition and should any subcontract work be required, at least 15% of the dollar value of the subcontracted work must be performed by other certified SBE-C contractors. All subcontracting work needed for the Level 1 and Level 2 set-aside awardees must be completed by SBE-C contractors. Open market specialty trade contractors (electrical, mechanical, roofing) are awarded an SBE-C subcontracting goal. The Trust recommends that they utilize SBE-C subcontractors whenever possible.

Since the beginning of the ITB, the Trust has been able to successfully expedite the process of improving its infrastructure while maintaining its dedication to the support of the local community. The Contract expedites the sourcing process, since there is no need to expend time (as much as three weeks) in securing SBE-C Measures. These measures are already included in the Agreement. The firm-fixed pricing for goods and labor allows for an average 85-day turnaround time from the project scope is developed through the issuance of a purchase order. Annually, the organization awards an average of 8.5 million dollars to the vendors participating in the program, of which 2.6 million (34%) has been awarded to SBE-C vendors. Also, vendors who have participated in the program have successfully, in part due to these awards, graduated from the SBE program.

Through the JOC program, the Trust has seen projects such as, the PPE Pharmacy Expansion, and the Roof Repairs for the Jackson Long Term Care Center (JLTCC). Future projects being considered for the JOC program include the completion of renovations to the space, previously occupied by McDonalds, for use by Employee Health, and the parking lot improvements at JNMC and the ACC West 5th floor clinic renovations. The projects currently anticipated through the end of June 2024 are at an estimated amount of approximately $20,000,000.

Recommendation

It is the recommendation of FDC to increase the existing amount of the Program's Maximum Value to ($45,000,000). The projects forecasted align with Jackson Health System's need to support the community by providing a safe infrastructure while promoting continued engagement with SBE vendors. Without the continued use of the program, significant delays may occur for each of the projects that can potentially cause fines, or other additional costs associated with the maintenance of the facilities under the Trust's responsibility. The current agreement contains the UAP provision, which has amassed $488,852.68 in cost reduction for the projects, to date, with an approximate potential of an additional $500,000 through June 2024.

The original Contract was approved by Risk Management for indemnification and insurance and by the County Attorney's Office for legal sufficiency.

The Contract can be terminated for convenience (without cause) upon thirty (30) calendar days before written notice and includes the UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices (I. Nunez).

SECTION VII. OPTIONS-TO-RENEW AND CONTRACT MODIFICATIONS FOR CONTRACTS THAT WERE AWARDED UNDER A WAIVER OF FORMAL COMPETITION

This section refers to existing contracts that were not competitively bid at their origin and consists of either (a) the exercise of established options-to renew or (b) the execution of contract modifications for which the Procurement Policy requires prior Board approval. All contracts in this section are renewals not previously authorized by the Board have the written approval of the President, are based on a finding that the waiver of full and competitive bidding is in the best interest of the Public Health Trust, and require a two-thirds affirmative vote of the Trustees present for approval.

13. (2424591-LM) The Human Resources Employee Benefits Department, ("HR-Employee Benefits") requests approval to extend, for a two-year period, the Contract with AvMed, Inc. ("AvMed") for Self-Funded Medical Programs for JHS Employees (Ongoing Purchase).

AvMed, Inc.:	
Previously Approved Funding:	$3,800,000
This Request for Funding:	**$11,400,000 (For Two Years)**
Total Approved Funding:	$15,200,000

Background

The Trust entered into a direct Agreement with AvMed via a bid waiver on December 30, 2014, for an initial period of One year. The Agreement included three Options to Renew (OTRs), whereby the Contractor provided the Trust with administrative services for covered individuals under the PHT Self-Funded Medical Program. The initial one-year term was approved by the Board via Resolution PHT 12/14-086; OTR 1 was approved by the Board via Resolution PHT 11/15–091, OTR 2 was approved by the Board via Resolution PHT 12/16-069, and OTR 3 was approved by the Board via resolution PHT 12/17-061. In December 2018, the Trust and AvMed agreed to extend the Agreement for a period of three (3) years, with two (2) renewal options (OTRs) of one year each, commencing the initial term on January 1, 2019 through December 31, 2021 and exercising the first renewal option through modification No. 5, from January 1, 2022 to December 31, 2022. The second OTR was exercised through modification No. 6 from January 1, 2023 to December 31, 2023. This request in the amount of $11,400,000 will extends the Agreement for two additional years, from January 1, 2024 through December 31, 2025.

The HR-Employee Benefits Department in collaboration with Procurement Management Dept. issued an RFP for these services in 2023 to determine the availability of competition. The RFP was formally cancelled as a result of legislative changes that would alter the scope of services. Procurement will work hand in hand with HR to resolicit in 2024.

AvMed's understanding of the JHS culture and programs enables them to most effectively offer these services for employees' benefits. HR-Employee Benefits has also offered that any other insurance provider would face a steep learning

curve and extensive transition of services and data. Thus, continuing with AvMed's services is the best solution available to the Trust at this time.

The Administrative Fees for the contract period 01/01/2024 – 12/31/2025 will be as follows:

- Administrative Fee: $33.19 Per Employee Per Month ("PEPM"). Administrative fee includes a Prescription Drug rebate credit in the amount of $10.15 PEPM.

Additional fees:

- Smart shopper: $2.16 PEPM (rate remains the same)
- Additional Onsite Representative: $0.73 PEPM (rate reduced by $0.03)
- Virtual Visits: $0.46 PEPM (rate remains the same)
- Dedicated Case Manager: $0.93 PEPM (rate remains the same)

The administrative fee includes all services related to benefits administration, nurse helpline, claims fiduciary fee, stop loss interface fee, transplant Network access, network access, account set up fee, wellness fund $350K, terminal claims processing, onsite Rep., PHCS fill-in network, marketing fund ($100K), dedicated wellness coach, and rate locked in for the 2026 renewal option, if exercised.

Savings/Cost Reduction:

Prescription Drug rebate credit: $10.15 PEPM.

Recommendation

The HR-Employee Benefits Department has determined that it would be in the Trust's best interest to continue with the health insurance programs provided by AvMed and avoid a steep learning curve and extensive transition of service and data.

AvMed will continue providing access to the Smart Shopper Program Services. Smart Shopper is an incentive and analytics-based healthcare shopping tool that provides simple healthcare price comparison shopping based on the specific location.

This procurement has been thoroughly reviewed for SBE participation. A 2% SBE subcontracting participation is applicable to this agreement. AvMed participates in this requirement through subcontracting relationships with certified SBE vendors, Print Farm and Arbol Communications, LLC.

In accordance with our Contractor Due Diligence review, AvMed has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

In providing an evaluation of the vendor's performance during the current contract year, the HR-Employee Benefits Department has reported the following:

- The average turnaround time of services meets the applicable standards required.
- The competencies of contracted staff are above standard.
- The deliverables are considered above standard.

Based on the overall contract performance evaluation, HR-Employee Benefits recommends the continuation of this contracted service with AvMed, Inc.

In explaining the benefits to the Trust of this request, HR Department has advised that AvMed's current medical plan designs and network in place satisfy the current union contracts. In addition, AvMed's understanding of the JHS culture and programs allows for better employees' benefits. Research done by the HR Department indicates that any new vendor brought in to provide these services would face a steep learning curve and extensive transition of service and data, representing additional cost to the Trust, as well as, creating the need for JHS staff to spend additional time educating a new vendor.

This underlying Contract has been approved by Risk as to Insurance and Liability and by the County Attorney's Office for Legal sufficiency.

The Underlying Contract can be terminated for convenience with a ninety (90) calendar day notice.

A Bid Waiver Justification was provided and Conflict of Interests declarations have been signed by Suzette Fernandez, Director Benefits and Wellness, JHS; Tala Teymour, HR Associate Vice President, JHS; Julie Staub, Executive Vice President & Chief Human Resources Officer, JHS; Mark Knight, EVP & CFO, JHS, and, Ashely Allen, SVP, Chief Strategic Growth & Marketing Officer, AvMed, with no reported disclosures (**M. Knight**).

14. (2431075 - LK) The Miami Transplant Institute (MTI) is requesting approval of the first option to renew term for two (2) years and additional funds to be added to the Agreement, BW-21-18344-LK, with Lung Bioengineering, Inc. for Ex Vivo Lung Perfusion ("EVLP") Services (on-going purchase).

Lung Bioengineering, Inc.:

Previously Approved Funding:	$245,000 (For Two Years)
This Request for Funding:	**$665,000** **(For Two Years)**
Total Approved Funding:	$910,000

Background:
On October 1, 2021, MTI received approval under the delegated authority of the Chief Procurement Officer for a Professional Services Agreement, valued at $245,000, to secure the assistance of Lung Bioengineering, Inc. (LBI) with respect to EVLP Services. This Agreement was awarded for two years with additional option to renew terms as needed. The number of people on the transplant waiting list continues to be much larger than the number of donors. This number is rising and many donor organs are still not used, because they are considered unacceptable. Only 20% of available lungs are used for transplantation and 40% of those lungs are still usable. The current process that precedes the acceptance of a lung for transplant is complex. Due to logistical challenges and incomplete information, transplant surgeons are often forced to make time-critical decisions under conditions that are not ideal. LBI uses FDA-approved medical devices to further assess donor lung function prior to transplant and provide independent expert medical interpretation of EVLP data and images associated with each procedure.

In the past, there was only one path to transplantation called static cold storage ("SCS"): taking lungs that were deemed suitable for transplant, flushing them with cold preservation solution, and transporting them to the transplant center within a limited time frame. Today, LBI is able to extend that time frame by taking lungs that would not be suitable for transplant, flushing them with cold preservation solution, and transporting them for EVLP to re-evaluate the lungs. After the transplant physician accepts the lungs, while they are on EVLP, the lungs are cooled down again, flushed with cold preservation solution, and shipped to a transplant center on ice.

LBI owns and operates facilities where it performs, as a service for lung transplant centers, EVLP, which enables donor lungs to be assessed by a transplant physician for suitability for transplantation. LBI will use the XVIVO Perfusion System hardware and related software, also known as XPS™, and related XPS Consumables to conduct EVLP services covered by this agreement. LBI facilities make EVLP available for small and large transplant centers. Their team of experts provide resources, expertise and consistency in operating the XPS device. The XPS System and XPS Consumables are marketed by XVIVO Perfusion, Inc. LBI's provision of the EVLP services covered by this agreement will at all times be subject to the conditions imposed by the premarket approval granted by the US Food and Drug Administration for the XPS System.

The many benefits that EVLP offers the Trust include but is not limited to the following:

- Makes it possible to test lung function
- Allows lungs to function as they would within the body
- Gives time to gather more information about the lungs
- Extends preservation time
- Provides opportunity for therapies to improve lung function

- Expands the donor pool
- Expands lung travel time
- Allows more flexibility with scheduling surgical times

Due to the significant increase in the nationwide transplant waitlist, there has been a significant price increase in the cost for EVLP procedures. Therefore, the price point for these services has changed from $35,000 per EVLP procedure to $95,000 per EVLP procedure (171% increase). MTI's cases remain the same at seven (7) cases for a two-year period; however, the increase from $35,000 to $95,000 per EVLP procedure has created funding need of $665,000 for this two-year renewal term. As more transplant centers gain access to EVLP, effectively increasing the lung donor pool, a rise in lung utilization rates and price increases can be expected based on demand.

In explaining the benefits, to the Trust of this procurement, MTI has offered that EVLP represents a viable pathway to increasing the lung donor pool and potentially reducing transplant waitlist time and mortality. Survival rates for patients who receive lungs treated with EVLP are as promising as the survival rates associated with lungs considered acceptable at the time of donation.

Recommendation
The Miami Transplant Institute has determined that it would be in the best interest of the Trust to continue acquiring EVLP Services, as needed, from Lung Bioengineering, Inc. With EVLP, MTI has been able to utilize lungs that otherwise would not have been used for transplant.

The underlying Contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

This procurement has been thoroughly reviewed for potential SBE participation. This renewal agreement is for lung processing services, including preparation and transport handled by employees of Lung Bioengineering. The opportunity to include an SBE partner is not available at this time. Lung Bioengineering is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In providing an evaluation of the vendor's performance, during the current contract term, MTI has reported the following:
- The average turnaround time of goods/services delivery above standard
- The competencies of contracted staff above standard
- The deliverables meeting contract requirements above standard
- The responsiveness to safety issues and safety standards above standard

In keeping with the Trust's goals related to its Environmentally Preferred Sourcing Program and overall sustainability objectives, the products and services have been identified to have environmentally preferred attributes. LBI is aware the health of their communities, colleagues, customers and partners depends on a commitment to sustainability. The company looks for ways to help reduce greenhouse gas (GHG) emissions, reduce landfill burden, conserve water and design products, services and solutions that help lessen environmental impact. LBI continues to measure and manage their impact, constantly pursuing opportunities for improvement. The vendor is achieving real results in an effort to address the risks of climate change.

In accordance with our Contractor Due Diligence review, LBI has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Rachel De Pons, Manager, Organ Placement & Preservation. MTI; Marian O'Rourke, Senior Director, Miami Transplant Institute, Jackson Memorial Hospital; Luke B. Preczewski, VP Miami Transplant Institute, Jackson Memorial Hospital; and Jay Cormier, VP Strategy and Operations LBI, with no reported disclosures **(L. Preczewski).**

SECTION VIII. MISCELLANEOUS
This section consists of procurement actions that may require Board approval not included under any other section of the Purchasing Report.

No items to report.

Agenda Item 5.b
Purchasing and Facilities Subcommittee
November 29, 2003

RESOLUTION NO.: PHT 11/2023 -

RESOLUTION AUTHORIZING AND APPROVING THE PROCUREMENT POLICY/REGULATION AS REVISED AND AMENDED ON NOVEMBER 29, 2023.

Rosa Costanzo, Sr. Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division, Jackson Health System

WHEREAS, the Public Health Trust ("PHT") has established a Procurement Policy/Regulation under the authority of Florida Statutes, Miami-Dade County Charter and Code; and

WHEREAS, the Procurement Policy/Regulation became effective February 1, 2006 and was last approved as amended on August 25, 2020; and

WHEREAS, the Procurement Policy/Regulation's specific and only purpose is to govern the procurement of goods, services and construction, including professional services for the Public Health Trust; and

WHEREAS, the purpose of the revision is to reform, streamline business processes and increase the ease of doing business as a healthcare system; and

WHEREAS, procurement staff is instructed to conduct its business with assertiveness and diligence to assure that the PHT obtains best value in its procurement transactions to maximize economy while also providing public process compliance and transparency; and

WHEREAS, the President, Purchasing Subcommittee and Fiscal Committee recommend approval of the Procurement Regulation with the revisions described in the Memorandum attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes and approves the Public Health Trust Procurement Policy/Regulation as revised and amended on November 29, 2023 attached hereto and made part hereof.

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Subcommittee

FROM: Rosa Costanzo, Sr. Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: November 29, 2023

RE: Resolution Authorizing and Approving the Revision of the Procurement Regulation

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Recommendation
The President and Chief Executive Officer recommends that the Board of Trustees authorizes and approves the revision of the Procurement Policy/Regulation ("Regulation").

Purpose
Revise the Procurement Regulation to streamline business processes, and increase the efficiency of doing business as a Health Care System.

Fiscal Impact/Funding Source
There is no direct fiscal impact as a result of the proposed revisions.

Track Record/Monitor
The Trust's procurement processes are overseen by Rosa Costanzo, Sr. Vice President for Strategic Sourcing and Supply Chain Management & Chief Procurement Officer.

Summary of Changes
The revision consists, but is not limited to, the following changes:

- All references to JHS President amended to read "CEO, or CEO's designee" to align with organizational structure.
- **Section II.B2, Application of Regulation, Exceptions** - revised to add the following:
  - Banking Services and/or Credit Card Merchant Service Agreements,
  - Contracting done by the JMH Foundation,
  - Payments required for accreditation and/or certification,
  - Agreements for exclusive laboratory reagents with Universities and/or Healthcare Systems,
  - Gift cards,
  - Increase the threshold for one-time non-recurring purchases from $1,000 to $7,500.
- **Section V.B.4A Competition for Small Purchases between $10,000 and $25,000** - amended to endeavor the receipt of a minimum of two quotations or the Award filed documented with reasonable efforts in order to move forward with Award.
- **Section VIII.F, Process, Electronic Commerce** - amended to include electronic procurement transactions of competitive sealed qualifications and informal proposals.
- **Section IX, Legacy Systems** - amended to add the purchase of licenses.
- **Section XI.A. Purchasing Report** – amended to increase the following thresholds:
  - Competitive Award Threshold from $3,000,000 to $5,000,000
  - Group Purchasing Organization Threshold from $3,000,000 to $5,000,000
  - Contract Renewals: Competitively Solicited Contracts Threshold from $3,000,000 to $5,000,000

- **Section XI.B. Reports –** amended to remove a listing of all payments made for Expert Consultant Services that are exempt from this Regulation.
- **Section XII.A Contract Award –** amended the contract thresholds as follows:
    - The Board shall approve:
        - All contracts of $5,000,000 or more. (Previously $3M); and
        - All contracts resulting from the Trust's participation in Group Purchasing Organization of $5,000,000 or more. (Previously $3M)
    - The Chief Procurement Officer shall approve:
        - All contracts less than $5,000,000; and
        - All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
        - All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts,
- **Section XII.C, Contract Renewal/Extension-** amended as follows:
    - Renewal of Competitively Solicited Contracts:
        - (a) The Board Authority threshold was amended from $3,000,000 to $5,000,000
        - (b) The Chief Procurement Officer may approve any renewal or extension of any contracts, provided the Board approved the original contract.
- **Section XII.C2, Renewal of Non-Competitive Contracts** - amended to include the Chief Procurement Officer as the approving authority for validated Sole Source contracts when the Board has approved the original contract.
- **Section XII.D1, Contracts, Change Orders and Contract Modifications -** amended to include Renewals and to allow the Chief Procurement Officer authority to approve and execute change orders and/or contract modifications for:
    - Goods and Services, including Professional Services do not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $4,000,000, whichever is less.
    - Construction of public improvements that do not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $6,000,000, whichever is less.
    - Incorporated Term Contracts provision as follows: When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

Section VIII.G, Process, Unauthorized Purchases – amended to remove President/CEO approval for unauthorized purchases.

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PART A. PROCUREMENT

I. Purpose

The purpose of this Regulation is to govern the procurement of goods, services and construction, including professional services, for the Public Health Trust ("Trust") who owns and operates Jackson Health System ("JHS"). This Regulation is advisory in that it is intended to provide guidance to Trust staff in the conduct of an orderly administrative process. Deviations from this Regulation shall not constitute grounds for protest or appeal by the persons affected by the activity at issue. It is the policy of the Trust to promote competition and transparency in public procurement. The Trust aims to provide equal access and opportunity to all suppliers and to facilitate nondiscriminatory business relationship by promoting, increasing and improving the diversity of vendors within the supply chain. All employees of the Trust, including, but not limited to, those specifically identified in this Regulation are directed to advance this Regulation.

II. Declaration of Intent and Scope

A. Authority and Effect
Public Health Facilities - Section 154.11, Florida Statutes, as amended; Sections 4.02 and 5.03(D), Miami-Dade County Charter; Public Health Trust - Chapter 25A, Code of Miami-Dade County; and Public Health Trust Procurement Policy Resolution. This Procurement Regulation supersedes and repeals the prior Public Health Trust Procurement Regulation and departmental rules and guidelines that may be contrary.

B. Application of this Regulation
1. This Regulation shall apply to all contracts for public improvements and the purchase of all goods and services, including professional services, made by the Trust, irrespective of the source of funds, except as otherwise provided by law.

2. Exclusions. This Regulation does not apply to:
   a. The purchase, lease or rental of real property and related licenses;
   b. Contracting by the Managed Care Division for providers of managed care services;
   c. Contracting by the JMH Foundation;
   d. Clinical Agency Agreements, inclusive of Hospital Based Physician Services as defined in this Regulation;
   e. Services provided by Miami-Dade County;
   f. Operating and/or Affiliation Agreements with Teaching Facilities, Universities and/or Healthcare Systems;
   g. Agreements for exclusive Laboratory Reagents with Universities and/or Healthcare Systems;
   h. Agreements for the Re-hire of Trust employees as independent consultants to meet specialized needs and Ambassador Agreements for JMH International;
   i. Dues, memberships and registration fees and associated membership materials in trade and professional organizations
   j. Sponsorships and donations with non-for-profit organizations;
   k. Fees and costs of job-related educational seminars and trainings for JHS employees;
   l. Subscriptions for periodicals, including educational material for JHS employees;
   m. Advertisements;
   n. Postage;
   o. Utility Services;

p. Employee expense reimbursement including travel, training, petty cash and/or relocation;
q. Reimbursable employee candidate travel expense;
r. Organ acquisition, registry, surgeon, physician and transplant fees;
s. Payments required by Ordinance, Statute, Interlocal or Interdepartmental Agreements;
t. Payments required for accreditation and/or certification.
u. Entertainers, performers, speakers, and works of art;
v. Trust-sponsored events at hotels, motels, restaurants, or other similar venues.
w. Risk management settlements;
x. Services provided by Expert Consultants including, but not limited to, those rendered by arbitrators, hearing officers, experts, and counsel retained or obtained by the County Attorney's Office on behalf of the Trust and other legal fees;
y. Trust and Grant Agreements;
z. Lobbyist Service Agreements;
aa. Marketing Service Agreements;
bb. Banking Services and/or Credit Card Merchant Service Agreements;
cc. Gift cards;
dd. Emergency procurements initiated by the Executive Office under $100,000;
ee. All one-time non-recurring purchases of $7,500 or less;

3. Direct Payment. All Exclusions as stated in Section B2 above shall be considered appropriate for direct payment.

III. Definitions

The following words, terms and phrases defined in this Regulation shall have the meanings set forth below whenever they appear in this Regulation, except where:

i. the context in which they are used clearly requires a different meaning; or
ii. a different definition is prescribed for a particular Section or provision.

The words, terms and phrases defined in this Regulation shall be interpreted to include either the singular or the plural where applicable. Words not defined shall be given the meaning provided under their common and ordinary meaning unless the context suggests otherwise.

Additional Service Allowance means a predetermined dollar amount or percentage of a contract for architectural, engineering, landscape architectural, or survey and mapping services held for unpredictable changes in the project.

Award means the acceptance by the Trust of a vendor's offer, which formalizes a contract, which may include, as applicable:

i. the decision by the Board to accept a contractor's bid, proposal or offer;
ii. the authorization of the CEO or designee by the Board to execute a contract on behalf of the Trust; or
iii. the decision by the Chief Procurement Officer to accept a contractor's bid, proposal or offer by execution of a contract or issuance of a purchase order.

Bid means an offer submitted by a vendor in response to an Invitation to Bid issued by the Trust.

Board means the governing board of the Public Health Trust.

Business Day means Mondays through Fridays, excluding legal holidays as recognized by Miami-Dade County government.

Change Order means a written alteration to a contract or purchase order, executed by the Chief Procurement Officer, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

Clinical Agency Agreement means a strategic relationship between a physician or group of physicians and the Trust, which may or may not involve the purchase of assets of the physician practice or a management services agreement.

Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering or repairing of a public improvement.

Contingency Allowance means a predetermined dollar amount or percentage of a contract for construction held for unpredictable changes in the project.

Contract means all types of Trust agreements, regardless of what they may be called, authorized under this Regulation for the procurement of goods, services or construction.

Contract Documents means an agreement between an owner and contractor for construction, conditions of the contract, drawings, specifications, change orders, contract modifications and any other documents referenced therein. For the purpose of this definition, “Owner” shall mean the Public Health Trust or the Jackson Memorial Foundation providing a public improvement to support the Trust.

Contract Modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person having a contract with the Trust.

Dedicated Allowance means a fixed sum for a specific portion of the work determined by the architect/engineer in advance of bidding to be used by all bidders in their bids or proposals.

Director, Supplier Diversity and Small Business Enterprise Program means any individual appointed by the Chief Procurement Officer to administer the Small Business Enterprise Program on behalf of the Trust.

Electronic Signature means a manual or electronic identifier or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same full force and effect as manual signature [Florida Statutes, Chapter 668, Part I, The Electronic Signature, Act of 1996, as amended].

Emergency Procurement means a purchase based upon an unexpected turn of events that causes an immediate danger to public health and safety; an immediate danger of loss of public property or an interruption in the delivery of an essential government service; or when the time required to complete a competitive process authorized by this Regulation would create an adverse economic or operational impact upon the Trust compromising the delivery of services to Trust patients including, but not limited to, the loss of grant funding, lost revenues or non-

compliance with regulatory requirements.

Expert Consultant means an individual(s) or firm acting as independent contractors retained or obtained by the County Attorney's Office or the CEO, or designee on a contract basis with a specific term for the purpose of performing specialized defined tasks that require knowledge, skills and training not otherwise available to the Trust by temporary or permanent members of the classified or unclassified service and which tasks, by their nature, require independent and autonomous judgment. Contracts for services provided by Expert Consultants exceeding $250,000 shall be approved by the Board.

Goods means all personal property, medical or non-medical in nature, including, but not limited to, equipment, materials, pharmaceuticals, printing and insurance; excludes services and real property.

Group Purchasing Organization (GPO) means an entity that aggregates the purchasing volume of members, such as hospitals and other health-care providers, to leverage discounts with manufacturers, distributors and other vendors and to realize administrative savings and efficiencies.

Invitation to Bid (ITB) means all documents, whether attached or incorporated by reference, utilized for soliciting bids in excess of the dollar thresholds established for small purchases.

Legacy System means a system including, but not limited to, computer software, licenses, computer hardware, and biomedical equipment that are fully integrated into the daily operations of one or more departments or are considered strategic in nature or are unique to the producer, manufacturer, distributor and/or provider.

Option to Renew means an option in a contract that allows the Trust to unilaterally continue the contract for an additional term.

Person includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups, entities or combinations.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services or construction within the scope of this Procurement Regulation. It also includes all functions that pertain to the obtaining of any supply, service or construction, including, but not limited to, description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Procurement Directors means the Sr. Director of Procurement Services and/or the Director of Procurement Construction Services as appointed by the Chief Procurement Officer.

Procurement Officer/Specialist means any person duly authorized by the CEO or Chief Procurement Officer to manage the procurement process and administer contracts and make written determinations or recommendations with respect thereto.

Professional Services mean (a) any type of personnel service which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization; (b) services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of

services alone; and (c) services rendered by members of a recognized profession or persons possessing a specialized skill. Such services are generally acquired to obtain information, advice, training or direct assistance. These services shall include, but not be limited to, services customarily rendered by, auditors, accountants, software and system applications, electronic, technology, technical and management consultants, appraisers, and medical-related providers.

Proposal means an executed document submitted by an offeror in response to a Request for Proposals to be used as the basis for negotiations for entering into a contract.

Public Improvement means a project for construction, reconstruction or renovation on real property operated and maintained by the Trust, whether permanent or not, especially one that increases its value or utility or that enhances its appearance.

Public Notice means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and Internet site(s) designated by the Trust and maintained for that purpose.

Public Procurement Unit means any unit or association of units of federal, state or local government; any public authority which has the power to tax; any public entity created by statute; or any entity which expends public funds for the procurement of goods, services or construction.

Regulation means this Regulation or procedure that is made part of the Trust's Administrative Policy and Procedure Manual which can be revised at the discretion of the CEO, or CEO's designee.

Release Order means an authorization given to a supplier to furnish a specified quantity of goods or services against an established contract.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals.

Request for Qualifications (RFQ) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals without considering price.

Responsible Bidder or Offeror means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

Responsive Bidder means a person who has submitted a bid that conforms in all material respects to the solicitation.

Reverse Auction means a procurement method wherein bidders, anonymous to each other, electronically submit real-time bids on designated goods and services.

Services mean the furnishing of labor, time, or effort by a contractor.

Specifications mean any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Term Contract means an indefinite quantity contract to furnish goods or services for a specified period of time at agreed upon unit price(s).

Work means the construction and services required by the contract documents for a public improvement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations.

IV. Procurement Organization

A. Division of Strategic Sourcing and Supply Chain Management
   1. There is hereby created the Division of Strategic Sourcing of the Public Health Trust (the "Division"), headed by a Senior Vice President. The Procurement Management Department within the Division shall be responsible for the procurement of goods and services including construction, and professional services, on behalf of the Trust in accordance with this Regulation.

B. Chief Procurement Officer
   1. The CEO, or CEO's designee, shall appoint the Senior Vice President of the Division who shall be the Trust's Chief Procurement Officer. The Chief Procurement Officer shall perform the duties of the principal public purchasing official for the Trust and shall be responsible for the procurement of goods, services, materials and construction in accordance with this Regulation and such other duties as assigned. The Chief Procurement Officer shall:
      a. Procure or supervise the procurement of all public improvements, goods, materials, and services, including professional services, needed by the Trust;
      b. Solicit and advertise for bids and proposals for public improvements, goods, materials and services, including professional services, without the need for action by the Board;
      c. Establish and maintain programs for the inspection, testing, and acceptance of goods, services, and construction; and
      d. Ensure compliance with this Regulation by reviewing and monitoring procurements conducted by any person to whom he or she has delegated authority under this Regulation.

   2. The Chief Procurement Officer may delegate the authority assigned or delegated by this Regulation to designees in writing.

V. Procurement of Goods and Services

A. Methods of Source Selection
   1. The Chief Procurement Officer shall select the method of solicitation based on the application of the guidelines set forth in this Regulation. Unless otherwise authorized by law, Trust contracts shall be awarded in accordance with one of the following methods:
      a. Small Purchases;
      b. Invitations to Bid;
      c. Requests for Proposals/Qualifications;
      d. Revenue Generating and Concession Contracts;
      e. Cooperative Purchasing; or
      f. Group Purchasing Organizations;

B. Small Purchases

1. Any procurement of goods and services, including professional services, not exceeding an aggregate total of $250,000, including all renewal and extension options may be made in accordance with the small purchase procedures.

2. Where goods, services or construction items may be obtained under current Trust contracts priority shall be given to purchases under these contracts to promote product standardization.

3. Competition for Small Purchases under $10,000
   a. Verbal or written competition for small purchases under $10,000 is at the discretion of the Procurement Officer/Specialist. The Procurement Officer/Specialist shall endeavor to maximize the utilization of Small Business Enterprises on such purchases.

4. Competition for Small Purchases between $10,000 and $25,000
   a. In the purchase of goods or services estimated to cost between $10,000 and $25,000, no less than three (3) vendors shall be solicited to submit verbal or written quotations. The Procurement Officer/Specialist shall endeavor to receive a minimum of two quotations in order to move forward with Award. If fewer than two quotations are received, the Procurement Officer/Specialist shall document the Award file with the reasonable efforts made. Award shall be made to the vendor offering the lowest acceptable quotation. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.
   b. A record of each quotation shall be recorded and maintained as a public record. The record shall include, as applicable, the vendor number (if registered), vendor name, address, telephone number and contact person; the unit and extended price for each item quoted, the delivery time, payment terms and delivery terms; the name of the Trust employee soliciting the verbal quotation.

5. Written Competition for Small Purchases in excess of $25,000
   a. In small purchases of goods and services estimated to cost over $25,000, no less than three (3) vendors shall be solicited to submit written quotations. A request for quotations shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Quotations shall be submitted in writing. Award shall be made to the lowest responsive and responsible vendor according to the criteria set forth in the request for quotations. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.

6. Informal Requests for Proposals
   a. Any procurement that is estimated not to exceed $250,000 and in the best interest of the Trust may be made by an evaluation of factors other than price and may be informally solicited. The Procurement Management Department may solicit written proposals from no less than three (3) potential vendors through a Request for Proposals. The Procurement Director(s) may award a contract to the offeror whose proposal is determined most advantageous to the Trust in accordance with the criteria set forth in the solicitation. The Procurement Director(s) may solicit the advice of Trust technical, professional and the County Attorney's Office. Convening of a selection committee is not required.

C. Invitations to Bid

1. When the estimated amount of the procurement exceeds $250,000 and the good or service procured may be properly evaluated on the basis of price as the determining factor, the Chief Procurement Officer shall issue an Invitation to Bid.

2. Low Tie Bids
   a. Low tie bids are low responsive bids from responsible bidders that are identical in price after appropriate application of all price adjustments, such as those for a Small Business Enterprise or local business, and that meet all the requirements and criteria set forth in the Invitation to Bid. Low tie bids shall be evaluated and resolved based upon the application of the following tie breakers in order of precedence:
      i. if the bidder is a small business enterprise, as applicable, as certified by Miami-Dade County;
      ii. if the bidder is a local business as defined in Section 2-8.5 of the Miami-Dade County Code, as amended;
      iii. if the Chief Procurement Officer determines that selection of a particular bidder or bidders is in the best interests of the Trust because of product, service, delivery, qualifications or past performance; or
      iv. by drawing lots.

3. Determination of Lowest Bidder
   a. Bids will be evaluated to determine which bidder offers the lowest cost to the Trust in accordance with the evaluation criteria set forth in the Invitation to Bid.
   b. Only objectively measurable criteria shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, discounts, transportation costs, and ownership or life cycle cost formulas.

D. Requests for Proposals/Qualifications

1. The Trust shall use a Request for Proposals or Qualifications when the purposes and uses for which the commodity or contractual service being sought can be specified and the Trust is capable of identifying necessary deliverables, the good or service procured may not be properly evaluated on the basis of price alone as a determining factor, and the estimated amount of the procurement exceeds $250,000. Examples of solicitations which may be made a Request for Proposals or Qualifications include, but are not limited to, the following:
   a. Procurement of Professional Services, defined in this Regulation.
   b. Procurement of construction manager-at-risk, design-build and job order contract project delivery methods specified in Section VI. (Procurement of Construction, Design and Engineering Services);
   c. Procurement of high technology, electronic, software, and system applications that are available from a limited number of sources.

2. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Trust taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Chief Procurement Officer. The Chief Procurement Officer may approve, reject or ask the selection committee to re-evaluate proposals. The Chief Procurement Officer shall be authorized to proceed with the award or reject all bids.

E. Revenue Generating and Concession Contracts
1. Revenue generating and concession contracts shall be awarded in accordance with the provisions of this Regulation.

2. Price shall be evaluated on the basis of the highest return to the Trust as defined within the solicitation document.

F. Cooperative Purchasing
1. The Trust may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services or construction with one or more Public Procurement Units in accordance with an agreement entered into by the participants.

2. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other entities.

3. All cooperative purchasing conducted under this Section shall be through contracts awarded though full and open competition, including use of source selection methods substantially equal to those set forth in this Regulation. Purchasing conducted under this Section shall not constitute a waiver of formal competition.

4. Subject to the provisions of the cooperative purchasing contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of standard provisions such as, but not limited to UAP, OIG and further price reductions where permitted.

G. Group Purchasing Organizations
1. The Trust recognizes purchases made through Group Purchasing Organizations as a best practice in hospital purchasing nationwide with associated efficiencies, savings and speed.

2. The Trust may participate in one or more Group Purchasing Organizations (“GPO”), which shall be selected competitively in accordance with this Regulation.

3. As a condition of the Trust’s participation in a GPO, the GPO shall whenever possible solicit bids and proposals from certified Small Business Enterprises and local Miami-Dade vendors, and shall cooperate with the Trust in the facilitation of participation of those vendors at all tiers of Trust purchases under GPO contracts.

4. Subject to the provisions of the GPO contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of UAP, OIG fees and further price reductions where permitted.

VI. Procurement of Construction, Design and Engineering Services

A. Jackson Health System Capital Expedite Program
1. Applicability, “Jackson Health System Capital Expedite Program,” Section 2-8.2.14 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust pursuant to this Section.

B. Construction
   1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services, shall have the discretion to select one of the following project delivery methods for construction projects:
      a. Design-bid-build;
      b. Construction Manager;
      c. Construction manager-at-risk;
      d. Design-build;
      e. Job order contract;
      f. Miscellaneous construction contract;
      g. Small purchases in accordance with this Regulation

   2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In addition, the Trust may procure the services through the use of the County's Miscellaneous Construction Contract, subject to applicable dollar thresholds for those programs.

   3. Any construction project, excluding electrical work, not exceeding $250,000 may be made in accordance with the small purchase procedures of this Regulation. For electrical work, the small purchase threshold shall not exceed $75,000 adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009 to January 1 of the year in which the project is scheduled to begin.

   4. The Trust shall adhere to the requirements of Section 255.20 of Florida Statutes regarding public construction works.

C. Design and Engineering Services
   1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services, shall have the discretion to select one of the following project delivery methods for design and engineering projects:
      a. Request for Qualifications;
      b. Design-Build:
      c. Equitable Distribution Pool;
      d. Small purchases in accordance with this Regulation

   2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In additions, the Trust may procure the services through the use of the County's Equitable Distribution Pool, subject to applicable dollar thresholds for those programs.

   3. The Trust shall adhere to the requirements of Section 287.055 of Florida Statutes (the "Consultants' Competitive Negotiation Act") in the procurement of all services covered by such act.

D. Sales Tax Exemption Program for County Construction Contracts

1. Applicability. "Sales Tax Exemption Program," Section 2-10.7 of the Miami-Dade County Code, as amended, shall apply to construction contracts solicited and awarded by the Trust. The term "County" shall include the Public Health Trust.

2. Administration of Ordinance. In Sections (b) and (c) of Section 2-10.7, substitute: "Chief Procurement Officer" for "Mayor or County Mayor"; and "Board of Trustees" for "Board of County Commissioners."

VII. Waiver of Formal Competition

A. Non-Competitive Procurement

1. A contract may be awarded without competitive bids or proposals in accordance with this Section. A bid waiver is appropriate when the Chief Procurement Officer, after conducting a review of available sources, determines in writing, pursuant to a written request from a Senior Vice President or Vice President setting forth the justification for a bid waiver, that a waiver of competitive bids is in the best interest of the Trust. The Chief Procurement Officer, with the assistance of affected departments, shall conduct negotiations, as appropriate, as to price, delivery and terms. The Director, Supplier Diversity and Small Business Enterprise Program, or designee, shall advise the Chief Procurement Officer as to whether Small Business Enterprise Goods and/or Services goals shall be applied to any non-competitive procurement in excess of $100,000. Competitive bids may be waived when determined to be in the best interest of the Trust and include, but are not limited to the situations set forth below:
   a. There is only one source for the required supply, good, service or construction item;
   b. A Physician or Clinical Professional requests a specific item or service without which the patient care cannot be rendered successfully;
   c. A supply or service has become of standard use throughout the Trust; or
   d. Non-competitive contracts awarded by Public Procurement Units.

2. Determination. The Chief Procurement Officer or designee may reject any incomplete or insufficient justification. The Chief Procurement Officer shall make a written determination as to whether the procurement shall be made using sole source, bid waiver or proprietary specifications after conducting a review of available goods or services. The written determination shall be included in any award recommendation to the CEO and Board.

3. The Board. All non-competitive contracts of $250,000 or more shall be submitted to the Board for approval.

B. Emergency Procurement

1. The CEO, or CEO's designee, Chief Procurement Officer, or any Senior Vice President or Vice President of the Trust may make or authorize others to make Emergency Procurements subject to the following provisions:
   a. The Emergency Procurement shall be limited to those goods, services or construction items necessary to meet the immediate emergency;
   b. Approval by the Trust's Executive CFO and COO shall be required for all non-excluded emergency requests under $500,000;
   c. Approval by the Trust's Executive CFO and CEO or CEO's designee shall be required for all emergency requests over $500,000;
   d. Whenever practicable, approval by the Chief Procurement Officer shall be obtained prior to the procurement;

e. Emergency Procurements shall be made with such competition as is practicable under the circumstances;
f. Whenever possible, prior to the initiation of an Emergency Procurement, the head of the using department shall submit to the Chief Procurement Officer a purchase request for the goods, services or construction needed along with a written determination as required by this Regulation. Should time preclude a written request and determination, the head of the using department shall make every reasonable effort to immediately advise the Procurement Management Department of the emergency by telephone, or e-mail;
g. The Procurement Management Department shall be notified of the emergency in writing with the required emergency justification and requisition as soon as possible, but not more than seven (7) Business Days after the initial action;
h. To the extent practicable, Finance shall certify the availability of budgeted funds prior to award. Where time or circumstances preclude advance approval, Finance shall be notified of the Emergency Procurement within seven (7) Business Days.

2. All Emergency Procurements of $250,000 or more shall be submitted to the Board for ratification as soon as possible following the procurement.

3. Notwithstanding any provision of this section to the contrary, Emergency Procurements initiated by the Executive Office under $100,000 shall remain excluded from this regulation pursuant to Section II(B)(2)(w).

C. Architectural, Engineering and Other Services Covered by the Consultants' Competitive Negotiation Act
1. Contracts for the purchase of services covered under Section 287.055, which exceed the thresholds set forth in the Statute requiring competitive negotiation, shall be exempt from compliance under those requirements only where a valid pubic emergency is declared by the CEO, or CEO's designee, of the Trust.

VIII. Process

A. Purchase Requisitions
1. Except as otherwise authorized in this Regulation, all purchases excluding Release Orders to term contracts shall be made by submission of a requisition to the Procurement Management Department. Prior to submission, requisitions shall be approved as follows:
a. All requisitions shall be approved by the head of the department initiating the requisition.
b. All requisitions of $25,000 or more shall be approved by the responsible Vice President.
c. All requisitions of $250,000 or more shall be approved by the responsible Senior Vice President and/or Chief Operating Officer.
d. All requisitions of $3,000,000 or more shall be approved by the responsible Executive Vice President.
e. All funds required for the purchase of goods and services will be committed and allocated for a specific requisition. Allocated funds will be verified by Finance and once an award is made, the funds may be encumbered by the User Department for ordering the awarded products or services.

B. Responsibility of Bidders and Offerors
1. Before award of a contract, the Trust must be satisfied that the prospective contractor is responsible. Factors to be considered in determining contractor responsibility include:

a. Availability of the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
b. A satisfactory record of performance with the Trust and Miami-Dade County;
c. A satisfactory record of integrity; and
d. Qualified legally to contract with the Trust.

2. The prospective contractor shall supply information requested by the Procurement Officer concerning responsibility within a reasonable time period as established by the Procurement Officer. If such contractor fails to supply the requested information in a timely manner, the Procurement Officer may consider such failure in the determination of responsibility and shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if such failure is unreasonable.

3. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, the Chief Procurement Officer shall issue a written determination of non-responsibility setting forth the basis of the finding which may include a contractor's failure or refusal to supply any requested information or documentation.

C. Selection Committees

1. Selection committees shall be utilized for the evaluation of statements of qualifications, technical offers, and proposals in competitive procurement processes of the Trust.

2. The Chief Procurement Officer shall, in his or her discretion, appoint selection committees comprised of three, five or seven voting members. The chairperson of the selection committee shall be an additional non-voting member from the professional procurement staff of the Procurement Management Department. Any selection committee formed to evaluate a response to a Request for Proposals or Request for Qualifications for construction with a Small Business Enterprise-Construction selection factor goal shall include a voting representative from the Miami-Dade County Internal Services Department, Division of Small Business Development.

3. The Chief Procurement Officer may appoint alternate or substitute members to a selection committee as the Chief Procurement Officer deems necessary. The Chief Procurement Officer may also allow a selection committee to operate with a reduced number of voting members when appointed members are unavailable to serve and the appointment of alternate members would in his or her discretion compromise or unreasonably delay the procurement process.

4. The Procurement Management Department will provide appropriate instructions and training regarding the roles and responsibilities of selection committee members, including applicable laws, policies and regulations.

5. Performance of Selection Committees
   a. Prior to serving on the selection committee, each member shall execute a Conflict of Interest Certification Form.
   b. Selection committees may, through and with the consent of the Procurement Officer, solicit expert advice from other Trust staff, County Attorney's Office and outside experts in their deliberations.

c. "Taping of Selection Committee and Negotiation Committee Proceedings Required," Section 2.8.1.1.1 of the Miami-Dade Code, as amended, shall apply to selection committee meetings.

D. Pre-qualification
1. Prospective bidders or offerors may be pre-qualified for particular types of goods, services or construction. The method of submitting pre-qualification information shall be determined by the Chief Procurement Officer. Such pre-qualification, however, is subject to subsequent review and does not necessarily constitute a finding of responsibility for any particular contract award nor does it guarantee an amount to be awarded.

E. Cancellation of Invitations to Bid or Requests for Proposals
1. An Invitation to Bid, a Request for Proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Trust.

2. When bids or proposals are rejected, or a solicitation canceled after bids or proposals are received, the bids or proposals that have been opened shall be retained in the procurement file. If unopened, a photocopy of the outside of the envelope shall be retained in the procurement file, and the bid or proposal returned to the bidder or offeror.

3. Cancellation of any solicitation, and the rejection of all bids or proposals, at any time, shall not be subject to protest.

F. Electronic Commerce
1. The Trust may, to the fullest extent permitted by law, conduct procurement transactions by electronic means or in electronic form including, but not limited to, the advertising and receipt of competitive sealed bids, competitive sealed proposals, competitive sealed qualifications, informal proposals, and informal quotations.

2. The Trust may award contracts for goods and non-professional services by reverse auction. During the bidding process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established by the solicitation. Award shall be made to the lowest responsive, responsible bidder. The Trust shall be entitled to rely on Electronic Signatures to the fullest extent permitted under law.

G. Unauthorized Purchases
1. An unauthorized purchase is a purchase or commitment of funds by an employee that does not have the authority to do so, or a purchase or commitment of funds by an authorized employee but not in accordance with applicable law and this Regulation.

2. Unauthorized purchases shall be subject to the following:
   a. Payment for any unauthorized purchased may be deemed the personal responsibility of the employee that made the purchase or commitment;
   b. The employee may be subject to disciplinary action up to and including termination; and
   c. The department director and vice president having responsibility over the unauthorized purchase shall provide a complete written justification for the unauthorized purchase to the Executive VP CFO and to the Executive VP COO for unauthorized purchases to include disciplinary action taken, if appropriate, and the corrective action(s) taken to prevent recurrence.

d. Purchase Orders or Contracts will not be provided to vendors as a result of an unauthorized purchase, payment for these offenses will be directly paid by the Accounts Payable Department after approval by the Executive VP CFO and Executive VP COO as indicated in the paragraph above.

3. Unauthorized purchases in amounts exceeding staff's delegated authority may be terminated or, if lawful and in the best interest of the Trust, ratified by the Trust.

IX. Legacy Systems

The purchase of licenses, support, maintenance, upgrades and necessary expansions of Legacy Systems shall not be subject to the requirements of this Regulation relating to competitive processes. Any such purchase shall be subject to the reporting requirements of this Regulation.

X. Bid Protests

A. Purpose

1. Protest provisions enhance the accountability of the procurement process by highlighting and correcting mistakes and misconduct. The protest process must not, however, interfere with the prompt and efficient acquisition of goods and services needed by the Trust which delivers critical health care to the citizens of this community.

2. To balance these interests, it is the policy of the Trust to provide a mechanism for disappointed bidders or offerors to protest the procurement decisions of the Trust only in strict accordance with the protest provisions set forth in this Section.

B. Process

1. A bid protest may be filed only by an interested party. An interested party shall be any bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with the intent to award announced by the Trust.

2. Decisions to reject all bids or offers shall not be subject to bid protests. No protest shall be considered of any question, issue, disagreement arising from the published requirements, terms, conditions and processes. Bidders and offerors are invited to submit those objections set forth in the preceding sentence in advance of the deadline for submitting bids or proposals and otherwise in accordance with the published solicitation documents.

3. A protest must be filed with the Chief Procurement Officer, or designee, as outlined in the solicitation, within five (5) Business Days of the Trust's posting of a recommendation of award. The protest must:
   a. Identify the contract and the solicitation or contract number;
   b. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents;
   c. Establish that the protester is an interested party making a timely bid protest of matters subject to protest;
   d. State the relief requested; and
   e. Be accompanied by the filing fee set forth in this Section.

   Each solicitation shall outline the manner in which a valid protest shall be filed.

4. Any protest that fails to comply with these requirements may be summarily rejected by the Chief Procurement Officer, except that a protest may be supplemented by the addition of relevant documents that may have been obtained by the protestor subsequent to the filing of the protest by public records requests. The Chief Procurement Officer, or designee, shall note the time and date of receipt of the protest and shall notify all participants in the competitive process of the filing of a protest.

5. For all contracts awarded under the delegated authority of the Chief Procurement Officer, the Chief Procurement Officer shall consider the protest raised prior to making a contract award. In the event the Chief Procurement Officer determines in his or her sole discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally, presided by the Chief Procurement Officer, and shall not adhere to formal requirements of evidence. Any evidence may be considered which is of the type that individuals rely on in the conduct of serious business affairs. The conduct of a hearing shall in no event delay the award of a contract. The Chief Procurement Officer shall issue a written decision resolving the protest together with the contract award.

6. For all contracts awarded by the Board, the Chief Procurement Officer shall transmit to the Board the protest, and the written recommendation of the Chief Procurement Officer and the Chief Executive Officer of the Trust addressing the issues raised in the protest. In the event that the Chief Procurement Officer or Chief Executive Officer of the Trust determine in his or her respective discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally and shall not adhere to the formal requirements of evidence. The conduct of a hearing shall in no event delay the award of a contract. The Board may, but shall not be required, to allow presentations by the protestor and other interested parties in connection with the award. Such presentations shall in any event be limited to the matters raised in the written protest and shall not exceed ten minutes per side.

C. Fee Schedule

As a condition of filing a protest in accordance with this Section, the following fees shall be paid:

Estimated Contract Amount	Filing Fee
$10,000 - $100,000	$500
$100,000 - $250,000	$1,000
$250,000 - $1,000,000	$2,000
Over $1,000,000	$5,000

XI. Reports

Initiation of Transactions. All contracts, renewals, change orders, contract modifications, or other items requiring the approval of the Board pursuant to this Regulation shall be initiated and approved by the Chief Procurement Officer before presentation to the Board.

CEO, or CEO's Designee. All transactions to be submitted to the Board for consideration are subject to the review and approval of the CEO, or CEO's Designee.

A. Purchasing Report
   1. All items which require approval by the Board pursuant to this Regulation shall be presented to the Purchasing and Facilities Subcommittee of the Board as items in the "Purchasing Report" unless otherwise determined to be in the best interest of the Trust by the CEO, or designee.
      a. The Purchasing Report shall contain the following sections:
         i. Competitive Award [Threshold $5,000,000]:
            - Invitations to Bid
            - Requests for Proposals
            - Cooperative Purchases
         ii. Group Purchasing Organization [Threshold $5,000,000]
         iii. Waiver of Formal Competition [Threshold $250,000]
            - Non-Competitive
            - Emergency
         iv. Contract Renewals:
            - Competitively Solicited Contracts [Threshold – $5,000,000]
            - Non-Competitively Solicited Contracts [Threshold $250,000]
         v. Change Orders and Contract Modifications
         vi. Basic Affiliation Agreement Issues
         vii. Standardization Approval Requests
         viii. Delegated Authority. All contracts awarded under the authority delegated to the Chief Executive Officer and Chief Procurement Officer under this Regulation for the applicable period shall be reported. Small purchases under ten thousand dollars ($10,000) shall not be reported.
      b. Each agenda item on the Purchasing Report shall include:
         i. The requisition and/or solicitation number, as appropriate;
         ii. The requesting department and responsible Vice President;
         iii. Proposed awardee(s);
         iv. Proposed contract amount by fiscal period and total aggregate amount (for example: $500,000 per year for three years; total contract amount $1,500,000")
         v. Short explanation justifying the purchase and stating the rationale for the source selection method. The award or renewal of a non-competitive contract shall require a written recommendation by the CEO, or CEO's designee, that the waiver of competitive bidding is in the best interests of the Trust.
         vi. Third party price analysis results for non-competitively solicited contracts, as appropriate;
         vii. Compliance with applicable Small Business Enterprise requirements; and
         viii. Identification of responsible Vice President concurring with recommendation for award or renewal of the contract.

   2. The sections or content of the Purchasing Report may be revised as necessary upon request of the Purchasing Subcommittee or by the CEO or designee.

B. Other Procurement Reports.
   1. Procurement maintains reports, which may include, but shall not be limited to the following:
      a. Purchase Order Log,
      b. Contract performance evaluations
      c. Small Business Enterprise (SBE) activity review
      d. Registered vendor listing

e. Savings tracking
f. Contract award summary sheets,
g. Procurement performance indicators
h. Listing of monthly completed projects
i. Monthly non-competitive contract awards under the Chief Procurement Officer's authority
j. Monthly competitive contract awards under the Chief Procurement Officer's authority

The Chief Procurement Officer shall submit a monthly report to the Purchasing and Facilities Subcommittee listing all purchase orders and contracts in excess of the Small Purchase amounts, as specified in this Regulation, awarded or renewed during the prior calendar month which were not subject to approval by the Board. Each purchase order or contract listing shall include the vendor name, description, using department and responsible Vice President, contract number, contract date, value, term, and procurement method/basis for award

2. The Chief Procurement Officer shall also submit a monthly report to the Purchasing Subcommittee as follows:
   a. A listing of all awarded purchase orders and contracts for Legacy Systems, as specified in this Regulation.

C. Notices
1. Notice of Recommended Award. Excluding emergency procurements as defined in this Regulation, a notice of recommended award shall be posted for all contract awards, competitive or non-competitive, in excess of the Small Purchase amount as specified in this Regulation for a period of five (5) Business Days prior to either:
   a. Award by the Chief Procurement Officer; or
   b. Consideration by the Board or its designated committee(s).

PART B. Contracts and Contract Administration

XII. Contracts

A. Contract Award

1. The Board shall award:
   a. All contracts of $5,000,000 or more;
   b. All contracts resulting from a Waiver of Formal Competition of $250,000 or more, which shall require a finding that the waiver of competitive bidding is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval; and
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization of $5,000,000 or more, which shall require a finding that the utilization of a Group Purchasing Organization contract is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval.

2. The Chief Procurement Officer may award:
   a. Any purchase order or contract less than $5,000,000;
   b. Any contract resulting from a Waiver of Formal Competition less than $250,000;
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
   d. All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts.

B. Written Contract

1. The material terms of a contract must be reduced to writing, and except in extraordinary circumstances, executed by the vendor, prior to award of the contract by either the Board or Chief Procurement Officer. In the event that extraordinary circumstances exist that prevent prior execution of the proposed contract by the vendor, a memorandum duly executed by the Chief Procurement Officer shall accompany the proposed contract, explaining the extraordinary circumstances preventing prior execution by the vendor and why it is in the best interest of the Trust to consider the proposed contract for award notwithstanding the absence of the vendor's executed contract.

2. If the Trust has issued a solicitation for the contract, the solicitation and the bid or proposal submitted in response shall constitute the material terms of the contract, subject to modification pursuant to this Regulation.

3. If the Trust is utilizing either a cooperative purchasing agreement or a Group Purchasing and Facilities Organization contract, the material terms of the contract are included in the master agreement with the sponsoring organization.

4. In lieu of a written contract, the Chief Procurement Officer may authorize the use of a purchase order for certain types of procurements, including but not limited to those utilizing small purchase orders.

5. Based on the amount, complexity or unusual circumstances, the Chief Procurement Officer shall determine the contracts that are referred to the County Attorney's Office for review and approval prior to award.

C. Contract Renewal/Extension
   1. Renewal of Competitively Solicited Contracts.
      a. The Board is the approving authority for the renewal of any contract awarded by competitive solicitation when:
         i. The total value of the contract is $5,000,000 or more and the initial Board approval did not authorize the Chief Procurement Officer to approve subsequent renewal option(s); or
         ii. The value of the renewal causes the total value of the contract to exceed $5,000,000.
      b. The Chief Procurement Officer may approve any renewal or extension of any Competitively Solicited contracts, provided the Board approved the original contract.

   2. Renewal of Non-Competitive Contracts.
      a. The approving authority for the renewal or extension of any non-competitive contracts is as follows:
         i. The Board when the total value of the contract, including the renewal, is $250,000 or more.
         ii. The Chief Procurement Officer, for validated sole source contracts only, when the Board approved the original contract.
         iii. The Chief Procurement Officer when the estimated total value of the contract, including the renewal, is less than $250,000.

   3. Contract Extension
      a. In addition, the Chief Procurement Officer is authorized to award one extension or renewal per contract, which extension or renewal would otherwise be required to be approved by the Board, where necessary to continue a source of necessary goods or services and new or replacement contracts are not available prior to the contract expiration date.
      b. Such extension or renewal shall be awarded prior to the expiration of the contract, not exceed one hundred eighty (180) calendar days beyond the last authorized term, and contain a prorated dollar authorization.

D. Change Orders and Contract Modifications, including Renewals
   1. Chief Procurement Officer. The Chief Procurement Officer may approve and execute change orders and contract modifications for goods and services, including professional services, and for the construction of public improvements within the scope of an existing award when:
      a. The original contract did not require approval of the Board and the aggregate total of change orders and/or contract modifications does not increase the total value of the contract to an amount which would have required approval by the Board of the original contract;
      b. For goods and services, including professional services, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $4,000,000, whichever is less.
      c. For the construction of public improvements, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $6,000,000, whichever is less.

Term Contracts. When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

E. Contract Termination

1. The Chief Procurement Officer may terminate a contract for convenience or default in accordance with the terms of the contract.

2. The Chief Procurement Officer shall issue a written determination stating the reasons for the termination.

F. Contract Execution

1. Board Approval. The CEO or designee shall execute, on behalf of the Trust, all contracts, contract renewals, change orders, contract modifications and other documents which this Regulation requires the Board to approve.

2. Chief Procurement Officer Approval. The Chief Procurement Officer or designee may execute, on behalf of the Trust, all contracts, contract modifications and other documents which this Regulation authorizes the Chief Procurement Officer to approve.

3. Using Department Employees. Employees in using departments may execute Release Orders only to the extent that authority has been delegated by the Chief Procurement Officer.

XIII. Specifications

A. Preparing Specifications

1. The Chief Procurement Officer shall prepare, issue, revise, maintain and monitor the use of specifications for goods, services and construction required by the Trust.

B. Value Analysis Team

1. The Chief Procurement Officer shall establish a Value Analysis Team (VAT) that supports the purchasing process with an objective evaluation of goods and equipment – existing, new or upgraded – based upon quality patient outcomes, safety and cost effectiveness rather than personal preference.

2. Value Analysis Program. The Chief Procurement Officer shall establish, with the approval of the CEO, or CEO's designee, a system-wide Trust policy describing the Value Analysis Program, led by the VAT, including program structure and operational features.

XIV. Risk Management

A. Bid Security
   1. Bid security shall be required in the amount and in the form which the Chief Procurement Officer determines in his or her discretion to be necessary to protect the investments of the Trust.

   2. A vendor's failure to provide bid security in the form set forth in the solicitation shall only be waived when allowed by law.

B. Performance and Payment Bonds
   1. Contract performance and payment bonds shall be required on all Trust construction contracts in accordance with Section 255.05, Florida Statutes, Bond of Contractor Constructing Public Buildings; Form; Action by claimants, as amended. Nothing herein shall prevent the requirement of such bonds on construction contracts under the statutory threshold amounts when circumstances warrant.

C. Indemnification
   1. All Trust solicitation and contract documents shall include indemnification provisions approved by Risk Management, subject to review by the County Attorney for legal sufficiency.

   2. Standard Indemnification Clauses. The Chief Procurement Officer, in consultation with Risk Management and the County Attorney's Office, may establish standard indemnification clauses to be used in various types of solicitation documents, contracts and purchase orders.

D. Insurance Requirements
   1. The Chief Procurement Officer with the concurrence of Risk Management and the County Attorney's Office may establish insurance requirements to be included in contract specifications.

XV. Authority to Debar or Suspend

A. Authority to Debar or Suspend
   1. After reasonable notice to an actual or prospective contractor, and after reasonable opportunity for said person to be heard, the Chief Procurement Officer, after consultation with the County Attorney's Office, shall have authority to debar or suspend an actual or prospective contractor for cause from consideration for award of contracts. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the Trust's protection, and not for purposes of punishment. The debarment shall be for a period of not more than five (5) years.

   2. The Chief Procurement Officer, after consultation with the County Attorney's Office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of Trust contracts if there is probable cause for debarment, pending the debarment determination. The suspension shall be for a period of ninety (90) calendar days or until a final determination with respect to debarment is made, whichever is sooner. The Chief Procurement Officer may extend the suspension for up to three additional thirty (30) calendar day periods.

B. Causes for Debarment or Suspension
   1. Causes for debarment or suspension include the following within the three (3) years prior to the decision to suspend or debar:

   2. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;

   3. Conviction under state or federal statutes of embezzlement, theft, forgery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

   4. Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;
      a. Violation of contract provisions, as set forth below, of a character which the Chief Procurement Officer determines to be so serious as to justify debarment action:
         i. Failure without good cause to perform in accordance with the specifications, terms and conditions or within the time limit provided in any contract with the Trust or Miami-Dade County; or
         ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that the failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

   5. For violation of the ethical standards set forth in Florida Statutes, Miami-Dade County Ordinance or Section XVII. (Ethics) of this Regulation; or

   6. Any other cause the Chief Procurement Officer determines to be so serious and compelling as to affect responsibility as a Trust contractor, including debarment by another governmental entity.

C. Suspension
   1. Upon written determination by the Chief Procurement Officer that probable cause exists for debarment, a contractor or prospective contractor shall be suspended. A notice of the suspension, including a copy of such determination, shall be sent to the suspended contractor or prospective contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Such notice shall state that:
      a. the suspension is for the period of time it takes to complete an investigation into possible debarment, including any appeals of a debarment decision, but not for a period in excess of one hundred eighty (180) calendar days; and
      b. bids or proposals will not be solicited from the suspended person, and, if they are received, they will not be considered during the period of suspension.

D. Request for Hearing
   1. A contractor or prospective contractor that has been notified of a suspension and/or a proposed debarment action may request in writing that a hearing be held.

   2. Such request must be received by the Chief Procurement Officer within ten (10) calendar days of receipt of notice of the proposed action. If no request is received within the time period allowed, a final decision may be made as set forth in Paragraph F (Decision) of this Subsection and the right to a hearing and all appeals are deemed waived.

E. Hearing
1. If a hearing is timely requested by a contractor, the Chief Procurement Officer shall send a written notice of the time and place of the hearing by certified mail, return receipt requested, or by any other method the provides evidence of receipt, and shall state the nature and purpose of the proceedings.

2. The Chief Procurement Officer shall act as the hearing officer. Alternatively, the Chief Procurement Officer, at his/her own discretion, may appoint an independent hearing officer whose qualifications shall include the designation of Certified Public Procurement Officer (CPPO) or equivalent designation. The hearing officer shall be compensated on a market basis plus reimbursement of travel and other direct expenses.

3. Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with applicable due process requirements. The hearing officer shall submit written findings and recommendation to the Chief Procurement Officer.

F. Decision
1. The Chief Procurement Officer shall issue a final written decision stating the reasons for the action taken. If a hearing was conducted by a hearing officer, the Chief Procurement Officer shall also consider the findings and recommendation of the hearing officer in arriving at a decision.

2. A copy of the decision shall be provided promptly to the affected person(s), with a copy to the Department of Small Business Development of Miami-Dade County. A decision of an issue of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

G. Appeal
1. Any person receiving an adverse decision may appeal in writing to the Board within ten (10) calendar days from receipt of the decision.

H. Debarment by Other Public Entities
1. Any contractor debarred by the following public entities shall also be debarred by the Trust without additional review:
   a. In accordance with Subsection 10-38(g)(3) of the Miami-Dade County Code, “A contractor’s debarment shall be effective throughout county government.”
   b. The United States Government or any agency thereof; or
   c. The State of Florida or any agency thereof.

I. Maintenance of List of Debarred and Suspended Persons
1. The Procurement Management Department shall maintain a list of debarred and suspended persons.

2. All Trust departments are barred from making any purchases from any debarred or suspended person.

XVI. Socio-Economic Programs

A. Small Business Enterprise Goods and Services Programs
1. Applicability. “Small Business Enterprise Services Program”, Section 2-8.1.1.1.1, and “Small Business Enterprise Goods Program”, Section 2-8.1.1.1.2, (“SBE-GS”) of the Miami-

Dade County Code, as amended, and Implementing Order No. 3-41 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of goods and services, including Professional Services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statutes, as amended. The SBE-GS Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; and contracts for attorney and/or legal services; and contracts for investment banking services.

2. Administration of Ordinance. In Subsections (3)(c), (3)(d) and (3)(j) of Section 2.8.1.1.1.1 and 2-8-1.1.1.2, substitute:
   a. "Chief Procurement Officer" for "County Mayor"; and
   b. "Board of Trustees" for "County Commission."
   c. The Chief Procurement Officer shall delegate authority to a designee ("Director, Supplier Diversity and Small Business Enterprise Program") to apply SBE contract measures.
   d. The Director, Supplier Diversity and Small Business Enterprise Program, will make recommendations to the Chief Procurement Officer regarding SBE contract measures. The Chief Procurement Officer may accept, reject, modify or otherwise alter the SBE recommendation prior to issuance of the solicitation.
   e. The Director, Supplier Diversity and Small Business Enterprise Program, shall submit a quarterly report to the Chief Procurement Officer of all SBE measures applied.

3. Management and Technical Assistance Program. In accordance with Section II (Management and Technical Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development will provide management and technical assistance and community outreach to certified SBEs performing as vendors and providing goods and/or services to the Trust.

4. Bonding and Financial Assistance Program. In accordance with Section III (Bonding and Financial Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development will administer the Bonding and Financial Assistance Program.

5. Certification. In accordance with Section IV (Certification) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development is responsible for certifying, decertifying and re- certifying applicants for the SBE Program. The Trust shall refer all SBE applicants to the Division of Small Business Development.

6. Joint Ventures. In accordance with Section V (Joint Ventures Bidding on Contracts with SBE Measures) of Miami-Dade County Implementing Order No. 3-41, joint ventures bidding on contracts with SBE measures must be approved by Miami-Dade County's Internal Services Department, Division of Small Business Development prior to submission of the bid or proposal.

7. Application of Contract Measures.
   a. *Set-Asides*. When there are at least three available SBEs capable of performing the contract, the Chief Procurement Officer may determine it is in the best interest of the

Trust to waive full and open competition and set-aside the contract for competition between certified SBEs. The requirement for public notice of the solicitation is waived; however, the provisions of the Cone of Silence pursuant to Subsection 2-11.1(t) of the Miami-Dade County Code shall be imposed upon issuance of the solicitation.

b. *Subcontractor Goals*. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of at least three (3) SBEs capable of performing such work.

c. *Bid Preference.* For contracts less than $100,000, the provisions of Sections 2-8.1.1.1.1 (3)(b) and 2-8.1.1.1.2(3)(b) shall apply, as amended. A ten percent (10%) bid preference shall apply to contracts of $100,000.01 to $1,000,000 and a five percent (5%) bid preference shall apply to contracts greater than $1,000,000 that are not set-aside. The preference shall be used for bid evaluation and shall not affect the contract price. Preferences shall be applied to the bid price of bidders that are SBEs and Joint Ventures with at least one SBE.

d. *Selection Factor*. Any offeror that is an SBE, or a joint venture with an SBE, shall be accorded a selection factor equal to ten percent (10%) of the evaluation points scored on the technical (non-price) portion of such offeror's proposal in response to a Request for Proposals.

8. Contracts $100,000 or less

a. Within the fiscal year, the Trust shall expend with SBE firms one hundred (100) percent of the total value of contracts one hundred thousand dollars ($100,000.00) or less for goods and services. The departmental requirement shall be complied with unless the Small Business Program Manager determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm. In the event the Small Business Program Manager determines that there are less than three (3) available SBE's capable of performing the contract, or a portion thereof, the Small Business Program Manager shall advise the responsible Procurement Officer to proceed to issue the contract solicitation without an SBE "set-aside" or "subcontractor goal" but with the appropriate SBE "bid preference" or "selection factor".

b. The Chief Procurement Officer shall determine, in consultation with the using department and the Small Business Program Manager when feasible, appropriate contract measures, if any, on non-competitive and emergency procurements made pursuant to this Regulation.

c. *Certified Small Business Enterprises*. Miami-Dade County's Internal Services Department, Division of Small Business Development maintains a list of certified Small Business Enterprises, searchable by NIGP and NAICS Commodity Code, on its website: https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp

9. Small Business Enterprise Program Management

a. The Procurement Management Department may periodically review user department compliance with the Small Business Enterprise Program. The Chief Procurement Officer may initiate appropriate remedial action regarding any Trust department who is determined non-compliant.

b. The Procurement Management Department shall submit quarterly reports to Miami-Dade County's Internal Services Department, Division of Small Business Development regarding Small Business Enterprise utilization.

10. Bidder or Offeror's Responsibility Where an SBE Subcontractor Goal is Applied

a. Solicitation documents to which an SBE subcontractor goal is applied shall require bidders or offerors to submit a signed Schedule of Intent Affidavit (SOI) or a signed Certification of Assurance (COA) form at the time of bid or proposal submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each SOI or COA shall be in writing and shall specify the type of goods or services the SBE is to provide and the price the SBE is to be paid therefore.

11. Pre-Award Compliance Review
    a. *Defects*. The Procurement Officer shall review bids or proposals for compliance with the SBE requirements and notify the bidder or offeror in writing of any defects. The bidder or offeror shall have two (2) business days from the date of receipt of the written notice to cure correctable defects.
    b. Correctable defects may include, but are not limited to, the SBE percentage not properly indicated, the prime or subcontractor's failure to sign the subcontract agreement, or calculation errors. Failure to cure the defect within the time allotted shall render the bid or proposal non-responsive.
    c. *Determination*. The Procurement Officer shall make a written determination as to whether each bid or proposal is compliant or non-compliant and, if non-compliant, the reasons therefor.

12. Post Award Compliance and Monitoring
    a. In accordance with Section XI (Post Award Compliance and Monitoring) of Miami- Dade County Implementing Order No. 3-41, the Small Business Development Division and the Trust's Small Business Enterprise Program, as applicable, shall monitor and enforce the compliance of suppliers with SBE Program requirements.

13. Contractual Sanctions
    a. In accordance with Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41, bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or Small certified firm's violation of or failure to comply with the Small Business Enterprise Program Ordinances and this Section of the Trust Procurement Regulation may result in the imposition of one or more of the following sanctions:
        i. The suspension of any payment or part thereof until such time as the issues concerning SBE compliance are resolved;
        ii. Work stoppage; and
        iii. Termination, suspension or cancellation of the contract in whole or in part.
    b. For Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41:
        i. Substitute "Trust" for "County;" and
        ii. Substitute "Chief Procurement Officer" for "County Mayor."

14. Administrative Penalties Administrative penalties may be imposed in accordance with Section XIII (Administrative Penalties) of Miami-Dade County Implementing Order No. 3-41 or this Regulation.

B. Small Business Enterprise Construction Services Program
    1. "Small Business Enterprise Construction Services Program," Section 10-33.02 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-22 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for the purchase of construction services.

2. Miami-Dade County's Internal Services Department, Division of Small Business Development, shall ensure appropriate construction measures are applied pursuant to this Section.

C. Small Business Enterprise Architecture and Engineering Program
1. "Small Business Enterprise Architecture and Engineering Program", Section 2-10.4.01 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-32 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for applicable professional services.

2. Miami-Dade County's Internal Services Department, Division of Small Business Development, shall ensure appropriate construction measures are applied pursuant to this Section.

D. Preference to Local Business and Local Certified Veteran Business Enterprises in Trust Contracts
1. Preference to Local Business
   a. Applicability
   "Procedure to Provide Preference to Local Business in County Contracts," Section 2-8.5 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local business in Trust contracts shall apply to all competitive solicitations for goods, services and construction.
   b. Procedure
   Except where federal or state law, or any other funding source, mandates to the contrary, preference shall be given to local businesses in accordance with Section 2-8.5 of the Code of Miami-Dade County.

2. Preference to Local Certified Veteran Business Enterprises
   a. Applicability
   "Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts," Section 2-8.5.1 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local certified Veteran Business Enterprises shall apply to all competitive solicitations for goods, services and construction.
   b. Procedure
   Except where federal, state or county law or any other funding source mandates to the contrary, preference shall be given to Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County.

E. Fair Subcontracting Practices
1. "Fair Subcontracting Practices," Section 2-8.8 of the Miami-Dade County Code, as amended, shall apply to procurements solicited and contracts awarded by the Trust, subject to the following:

a. The term “County” shall include the “Trust”; and
b. Substitute “Chief Procurement Officer” for “County Mayor.”

F. Responsible Wages and Benefits for County Construction Contracts
“County Construction Contracts,” Section 2-11.16 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-24 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust. The term “County” shall include the Public Health Trust.

G. Living Wage Ordinance
1. Applicability. “The Living Wage Ordinance for County Service Contracts and County Employees,” Section 2-8.9 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-30 promulgated thereunder, shall apply to Trust contracts with a total contract value of over $100,000 per year for the following services:
   a. Food preparation and/or distribution;
   b. Security services;
   c. Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
   d. Clerical or other non-supervisory office work, whether temporary or permanent;
   e. Transportation and parking services;
   f. Printing and reproduction services; and
   g. Landscaping, lawn and/or agricultural services.

2. Administrative Order. The following exceptions are made to Administrative Order No. 3-30:
   a. Purpose: The Division of Strategic Sourcing is responsible for ensuring that the living wage requirements are included in all applicable Trust contracts.
      i. Section IX.G.2. – Substitute “Chief Procurement Officer” for “County Mayor.”
      ii. Section XII.C. – “Chief Procurement Officer” may terminate the service contract upon a determination by the County Mayor.

H. Drug-Free Workplace
1. “Drug-Free Workplace Requirements for Contractors and Entities Transacting Business with Miami-Dade County,” Section 2-8.1.2 of the Miami-Dade County Code, as amended, is hereby adopted by the Trust, subject to the following:
   a. The term “County” shall include the “Trust”; and
   b. Substitute “Chief Procurement Officer” for “County Mayor.”

I. Nondiscrimination
“Contracting, Procurement Bonding and Financial Services Activities,” Chapter 11A, Article VII of the Miami-Dade Code, as amended, and Administrative Order No. 3-23 promulgated thereunder, shall apply to all Trust contracts.

J. Community Workforce Program for County Construction Contracts
1. “Community Workforce Program,” Section 2-1701 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-37 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.

2. The term “County” shall include the Public Health Trust.

K. Residents First Training and Employment Program for County Construction Contracts
1. "Residents First Training and Employment Program," Section 2-11.17 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-61 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.

2. The term "County" shall include the Public Health Trust.

XVII. Ethics

A. Regulation
1. This Section is intended as complementary and in addition to applicable provisions of the following:
   a. Code of Ethics for Public Officers and Employees - Section 112, Part III, Florida Statutes, as amended.
   b. "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1, Code of Miami-Dade County, as amended.

2. Remedies set forth herein are in addition to any sanctions or penalties that may be imposed by the provisions cited above.

B. Definitions
1. Definitions provided in the Miami Dade County's Conflict of Interest and Code of Ethics Ordinance shall apply and be made applicable to the Trust.

2. The term "employee" references in the Conflict of Interest and Code of Ethics Ordinance shall be applicable to Trust personnel who serve in comparable capacities to the County personnel it refers to.

C. General Standards of Ethical Conduct
1. General Ethical Standards for Employees. Any attempt to realize personal gain through Trust employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

2. General Ethical Standards for Non-Employees. To achieve the purpose of this Section, it is essential that those doing business with the Trust observe the ethical standards prescribed herein. Any effort to influence any Trust employee to breach the standards of ethical conduct set forth Florida Statutes, Miami-Dade County Code or Public Health Trust Policies is a breach of ethical standards.

D. Conflict of Interest
1. Conflict of Interest. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:
   a. The employee or a relative of the employee has a financial interest pertaining to the procurement;
   b. A business or organization in which the employee or relative has a financial interest pertaining to the procurement; or
   c. Any other person, business, or organization with whom the employee or relative is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2. Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the Chief Procurement Officer and shall withdraw from further participation in the transaction involved. The employee may request or seek a conflict of interest opinion from the Miami-Dade County Commission on Ethics and Public Trust in accordance with Subsection 2-11.1(c)(4) of the Miami-Dade County Code.

   The Board, upon a two-thirds affirmative vote, may grant a waiver in accordance with the same Subsection.

3. Employee Conflict of Interest Certification Form. The following Trust employees shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form G:
   a. All selection committee members, prior to serving;
   b. Any physician or other clinical professional who requests waiver of formal competitive bidding for a contract or purchase order due to a clinical preference; or
   c. Any Trust employee who requests the award of a contract or purchase order pursuant to Subsection VII.A. (Non-Competitive Procurement).

4. Contractor Conflict of Interest Certification Form. The supplier/contractor shall complete, sign and submit a Conflict of Interest Certification Form as follows:
   a. Prior to the award of a non-competitive procurement (contract or purchase order), issued by the Chief Procurement Officer as Form H; and
   b. Prior to any meeting in which either the "Pharmacy or Therapeutics" (P and T) Committee or the "Value Analysis Team" of the Trust considers a particular product for approval, issued by the Chief Procurement Officer as Form I.

5. Standing Committees. Any person serving as a member of the Trust's "Pharmacy and Therapeutics" (P and T) Committee or "Value Analysis Team," or any subcommittee or "team" thereof, shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form J, prior to serving on said committee and not later than January 31, or such other date determined by the Chief Procurement Officer, of each subsequent calendar year.

E. Kickbacks

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor or any person associated therewith, or relative of such contractors or subcontractors, as an inducement for the award of a subcontract or order.

F. Bids from Related Parties

1. Notwithstanding any other provision of the Procurement Regulation, where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be collusive.

2. The foregoing presumption may be rebutted by presentation of evidence as to the extent of the ownership, control and management of such related parties in the preparation and submittal of such bids or proposals.

3. Related parties shall mean bidders or offerors or the principals thereof which have a direct or indirect ownership interest in another bidder or offeror for the same contract or in which a parent company or the principals thereof of one (1) bidder or offeror have a direct or indirect ownership interest in another bidder or offeror for the same contract.

4. Bids or proposals found to be collusive shall be rejected.

G. Contractor Fraud, Misrepresentation or Material Misstatement

1. "Penalties for Contractors Attempting to Meet Contractual Obligations with the County through Fraud, Misrepresentation or Material Misstatement," Section 2-8.4.1 of the Miami-Dade County Code, as amended, is incorporated herein by reference, subject to the following:
   a. Substitute:
      i. "Chief Procurement Officer" for "County Mayor"; and
      ii. "Trust" for "County."
   b. The procedure for debarment shall be in accordance with Section XV.A (Authority to Debar or Suspend) of this Regulation.

H. Use of Confidential Information

1. In particular, all Trust employees should be aware of the following provision in Subsection 112.313(8), Florida Statutes:
   a. "A current or former public officer, employee of agency, or local government attorney many not disclosure or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for personal gain or benefit to any other person or business entity."

2. This provision is also applicable to former Trust employees.

I. Lobbying

1. Definition. "Lobbyist" shall be as defined in Subsection 2-11.1(s)(1)(b) of the Miami-Dade County Code, as amended.

2. Registration. All lobbyists must comply with Subsection 2-11.1(s) of the Miami-Dade County Code, including registering with the Clerk of the Board of County Commissioners and filing annual expenditure reports.

3. Contingent Fees. In accordance with Subsection 2-11.1(s)(7) of the Miami-Dade County Code, contingent fees are prohibited.

4. Presentations and Negotiations. Any representative of a prospective contractor participating in oral presentations or negotiations shall be listed on an affidavit submitted with the bid, proposal, or statement of qualifications in accordance with the "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1(s) of the Miami-Dade County Code, as amended.

J. Cone of Silence

1. The Cone of Silence, Subsection 2-11.1(t) of the Miami-Dade County Code, shall apply to procurements solicited and awarded by the Trust, subject to the following:
   a. The term "Trustee" is substituted for "Commissioner;"
   b. The term "Board" is substituted for "Board of County Commissioners;"
   c. The term "Chief Executive Officer of the Trust" is substituted for "County Mayor;"

d. The term "Assistant to the PHT Board" is substituted for "Clerk of the Board;"
e. The Chief Procurement Officer shall provide public notice of the Cone of Silence in accordance with Subsection 2-11.1(t)1.(b)(i) of the Miami-Dade County Code; and
f. The formal solicitation and award thresholds in the Trust's Procurement Regulation and this Regulation shall take precedence. In particular, the Cone of Silence does not apply to purchases made pursuant to Section V.B (Small Purchases).

K. Procurement Integrity

1. Supplier Relationships. Trust employees directly or indirectly involved in the procurement process must strive to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in their dealings with suppliers, including according fair and equitable treatment to all suppliers and their representatives.

2. Restrictive Specifications. Consistent with the provisions of this Regulation, Trust employees may not knowingly prepare or use an unnecessarily restrictive specification or statement of work that would effectively exclude acceptable products or services of one supplier or increase the prospects of award to another supplier.

3. Personal Use. Trust employees may not make purchases through Trust contracts, pricing agreements or purchase orders for the personal use of themselves or any other person.

L. Recovery of Value Transferred or Received in Breach of Ethical Standards

1. General Provisions. The Trust may seek recovery from both the employee and non-employee of anything transferred or received in breach of ethical standards.

2. Recovery of Kickbacks by the Trust. Upon a showing that a subcontractor made kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Trust. The Trust may seek recovery from both the recipient and the subcontractor making such kickbacks.

XVIII. Acceptance of Gifts from Jackson Memorial Foundation

A. Purpose

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, as amended, "Acceptance of Gifts," the "Trust shall have the authority to accept gifts of money, services or personal property," including "in-kind" donations. In addition, "the Trust may accept from a not-for profit organization whose primary purpose is to support the activities of the Trust gifts of construction projects." The purpose for this Section is to establish rules, conditions and terms for the acceptance of said gifts from Jackson Memorial Foundation ("Foundation").

B. Definition

"In-Kind" Donation means a donation in which the donor itself, or through an entity controlled by the donor, provides the personal property or performs the services, including construction and related professional services.

C. Applicable Statutes, Ordinances and Policies

1. Florida Statutes:
   a. Chapter 119, Public Records, as amended;

b. Section 255.05, Bond of Contractor Constructing Public Buildings, as amended;
c. Section 255.20, Local Bids and Contracts for Public Construction Works, as amended;
d. Section 255.071, Payment of Subcontractors, Sub-Subcontractors, Material-men, and Suppliers on Construction Contracts for Public Projects; as amended; and
e. Section 255.0525, Advertising for Competitive Bids or Proposals, as amended.

2. Miami-Dade County Code:
   a. Subsection 25A-4(h), Acceptance of Gifts, as amended;
   b. Section 10-34, Listing of Subcontractors Required, as amended;
   c. Section 10-35, Release of Claim by Subcontractors Required, as amended; and
   d. Section 10-36, Utility Connection Fees Not Billable, as amended.

3. Foundation Policies:
   Construction Procurement Regulation. Said Regulation or any amendments thereto are subject to review and approval by the Board of the Public Health Trust prior to becoming effective.

D. Role of Trust Officials

1. Chief Procurement Officer. With the exception of gifts of money, the Chief Procurement Officer or designee shall conduct due diligence of all gifts of goods, services and construction initiated by the Foundation. Said due diligence shall include, but not be limited to:
   a. Risk management, including indemnification;
   b. Performance and payment bonds for construction projects;
   c. Consistency with Trust standards, including where applicable, specifications or scope of work;
   d. Life cycle costs, including, but not limited to, expected life, warranty, training, energy costs, operational goods, maintenance, downtime and salvage value;
   e. Compliance with minimal contractual requirements set forth by the Trust;
   f. Responsibility of proposed awardee, including debarment.

2. Risk Management
   a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
   b. Review and approve insurance requirements in Foundation solicitation and contract documents.

3. County Attorney's Office
   a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
   b. Review and approve insurance requirements in Foundation solicitation and contract documents.

4. Senior Vice President or designee over Facilities, Design and Construction
   a. With concurrence of the Foundation's President/CEO and/or COO, determine the appropriate project delivery method for construction projects;
      i. Review and approve all drawings and specifications for public improvements conducted on Trust property:
         (1) For competitively awarded contracts, the review and approval shall occur prior to the issuance of the solicitation.

(2) For construction projects procured by competitive sealed proposals, a second review and approval shall occur prior to contract execution.
(3) For in-kind construction or non-competitive construction contracts, the review and approval shall occur prior to acceptance of the gift by the Trust and commencement of any onsite work.

ii. Review estimate of proposed construction project cost for reasonableness prior to solicitation;

b. Periodic inspection during the course of the Work to guard against defects and deficiencies and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the contract documents;

c. Inspection upon both substantial and final completion of construction projects to determine conformance with the contract documents; and

d. Assist the Chief Procurement Officer in developing contract conditions for the Foundation to utilize on public improvements to Trust property. Said conditions shall include, but not be limited to, working conditions, permits, quality of workmanship and materials, warranty, unknown site conditions, use of site, cutting and patching, cleaning up, protection of persons and property, time, and correction of work.

E. Acceptance

1. Board of County Commissioners. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, "subject to the prior approval of the Commission, the Trust may accept gifts of real property, the title of which shall be in Miami-Dade County."

2. Board. Except as otherwise provided herein, the Board shall approve all gifts of money, services, personal property or construction of $1,000,000 or more. Gifts of services, personal property or construction shall be subject to the written recommendation of the CEO or CEO's designee and the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

3. CEO. The CEO or designee may approve all gifts of money, services, personal property or construction less than $1,000,000, subject to the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

F. Goods and Services

1. General. Except as otherwise provided herein, the procurement of goods or services for or in support of the Trust shall be made by or under the supervision of the Chief Procurement Officer.

2. Small Purchases. The Chief Procurement Officer may grant limited authority to the Foundation to make small purchases of goods and services in an amount not to exceed $10,000, subject to the reviews and approvals required in this Section. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Subsection.

G. Construction

1. Professional Services. The Foundation may procure professional services, including architectural, landscape architectural, engineering, land surveying and interior design services, related to construction projects pursuant to Foundation's Construction Procurement Regulations.

2. Contract for Construction. The Foundation may procure the contract for construction pursuant to the Foundation's Construction Procurement Policy. The contract for construction is subject to the provisions of this Section.

3. Limitation. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, any construction project, including all related professional and non-professional services, personal property, change orders and contract modifications, shall not exceed $5,000,000 and must be fully funded by the Foundation.

4. Goods and Services. All goods and services related to a construction including, but not limited to fixtures and furnishing, shall be procured by the Foundation pursuant to the Construction Procurement Policy, subject to the reviews and approvals required in this Section.

5. Job Order Contract. The Chief Procurement Officer may authorize the Foundation to utilize Trust job order contracts, subject to the reviews and approvals required in this Section.

6. Public Records Laws. All solicitations and contracts made by the Foundation pursuant to this Regulation shall require contractors to abide by Chapter 119, Florida Statutes, Public Records Law, to the same manner and degree that would if their contract were with the Trust rather than the Foundation.

H. In-Kind Donations

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, in-kind donations, including services, personal property, and construction, are exempt from all competitive bidding requirements and other programs otherwise mandated by the Code of Miami-Dade County for Public Health Trust contracts, provided additional costs, if any, are funded by a not-for-profit organization whose primary purpose is to support the activities of the Trust. Said in-kind donations are also exempt from the competitive bidding requirements of this Regulation. However, in-kind donations are subject to the provisions of this Section.

XIX. Hospital-Based Physician Services

A. Definition

Hospital-Based Physician Services means the non-employment, contractual engagement of one or more physicians to provide on-call emergency, medical director, radiology, anesthesiology, pathology, hospitalist, or other physician services at medical facilities operated by the Public Health Trust. It does not include physicians covered in either the University of Miami or Florida International University Annual Operating Agreements.

B. Exemptions

Except as otherwise provided herein, procurement of hospital-based physician services are exempt from this Regulation.

C. Source Selection

1. Hospital-based physician services may be procured with such competition as is practicable under the circumstances. Upon review by the County Attorney's Office for legal sufficiency, the Chief Procurement Officer may initiate a special procurement modifying the requirements of the Request for Proposals process as appropriate for the particular situation, including, but not limited to:

a. Waiver of public notice;
b. Limiting notice to selected persons;
c. Exempting meeting from 286.011, Florida Statutes, pursuant to Section 395.3035, Florida Statutes; and
d. Exempting disclosure of documents, offers and contracts from Chapter 119, Florida Statutes, pursuant to Section 395.3035, Florida Statutes.

D. Contract Award

1. Chief Procurement Officer. The Chief Procurement Officer may award hospital-based physician services contracts less than $1,000,000.

2. CEO. The Board delegates authority to the CEO, or CEO's designee to award hospital-based physician services contracts of $1,000,000 or more.

3. Report. Hospital-based physician services contract awards may be reported to the Board.

XX. References

Public Health Trust Board of Trustees - Approved 11/29/2023 – Resolution No. PHT 11/2023- 0**

Responsible Party: Chief Procurement Officer & Senior Vice President Strategic Sourcing

Reviewing Committee(s): The Public Health Trust Board of Trustees, Purchasing and Facilities Sub-Committee and Fiscal Committee

Authorization: President and CEO, Jackson Health System

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 8,453 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT JACKSON BEHAVIORAL HEALTH HOSPITAL, LOCATED AT 1695 NW 9TH AVE, THIRD FLOOR, MIAMI, FLORIDA, FOR AN INITIAL FIVE-YEAR TERM, PLUS ONE (1), FIVE-YEAR RENEWAL OPTION, FOR THE PURPOSE OF OPERATING THE UNIVERSITY OF MIAMI DEPARTMENT OF PSYCHIATRY AND BEHAVIORAL SCIENCES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

WHEREAS, Section 25A-2(a) of the Code of Miami-Dade County, Florida ("Code") delegates to the Public Health Trust ("Trust"), the responsibility to operate, maintain and govern designated facilities, including Jackson Behavioral Health Hospital; and

WHEREAS, the University of Miami ("University") has been leasing space on the third floor of the Jackson Behavioral Health Hospital, located at 1695 NW 9th Avenue, Miami, Florida (the "Premises") for the use of the University of Miami Department of Psychiatry and Behavioral Sciences under an existing lease that is scheduled to expire on November 30, 2023; and

WHEREAS, the University desires to continue occupying the Premises and has requested that a new lease agreement be executed by the parties; and

WHEREAS, the Trust has confirmed that the Premises is not required for Trust purposes;

WHEREAS, the Trust seeks to authorize the Chief Executive Officer, and or his designee, to execute a new lease agreement with the University of Miami for the Premises, for an initial five-year term, plus one (1) five-year renewal option; and

WHEREAS, this Board has the authority to lease real property to the University pursuant to Section 25A-4(d) of the Code and pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board finds that the property is not needed for Public Health Trust purposes, and declares the property surplus.

Section 3. This Board finds that the University requires the property for a use consistent with its mission, and that the lease would promote the community interest and welfare, pursuant to Section 125.38, Florida Statutes, as amended.

Section 4. This Board authorizes the Chief Executive Officer or his designee, pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes and Section 25A-4(d) of the Code of Miami-Dade County, Florida, to execute a lease agreement with the University of Miami for approximately 8,453 rentable square feet of medical and professional office space located at Jackson Behavioral Health Hospital, 1695 NW 9th Avenue, 3rd Floor, Miami, Florida, for an initial five-year term, plus one (1), five-year renewal option, and to take all necessary action to effectuate same, and to exercise all rights conferred therein.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Sub-Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Lease Agreement with the University of Miami for Use of Space at the Jackson Behaviorial Health Hospital by the UM Department of Psychiatry and Behavioral Sciences

---

Recommendation

Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer to execute a new lease agreement with the University of Miami, a Florida-not-for-profit corporation ("University"), for the rental of approximately 8,453 square feet of medical and professional office space at the Jackson Behavioral Health Hospital located at 1695 NW 9th Avenue, 3rd Floor, Miami, Florida ("Premises"), for use by the University of Miami Department of Psychiatry and Behavioral Sciences.

Scope

The proposed Lease Agreement would be for an initial term of five (5) years, with one (1) option to renew for an additional five (5) year term.

Fiscal Impact

The University shall pay to the Trust an estimated $1,682,929.69 in rent over the initial five-year term of the lease for its use of the Premises. The University shall pay to the Trust an estimated $3,633,906.44 in rent over a total cumulative period if the option to renew is exercised for an additional five-year term. The proposed rent has been established by an independent fair market value appraisal.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor the Lease Agreement.

Background

The University has been occupying the Premises under an existing lease that is scheduled to expire on November 30, 2023 and has advised that it desires to enter into a new, replacement lease to allow the University to continue conducting clinical care, research, and teaching at the Premises.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer or his designee to execute the Lease Agreement, take any other action required to effectuate the same, and to exercise any and all rights conferred therein.

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4(D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 1,043 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT THE AMBULATORY CARE CENTER-EAST, LOCATED AT 1611 NW 12TH AVE, SUITE 154, MIAMI, FLORIDA, FOR A CUMULATIVE FOUR-YEAR TERM FOR THE PURPOSE OF OPERATING THE MIAMI CENTER FOR AIDS RESEARCH AND INSTITUTE FOR AIDS AND EMERGING INFECTIOUS DISEASES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

WHEREAS, Section 25A-2(a) of the Code of Miami-Dade County, Florida ("Code") delegates to the Public Health Trust ("Trust"), the responsibility to operate, maintain and govern designated facilities, including Ambulatory Care Center – East; and

WHEREAS, the University of Miami ("University") has been leasing Suite 154 of the Ambulatory Care Center – East located at 1611 NW 12th Avenue, Miami, FL on Jackson Memorial Hospital campus (the "Premises") for purpose of operating the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases under an existing lease that is scheduled to expire on November 30, 2023; and

WHEREAS, the University desires to continue occupying the Premises and has requested that a new lease agreement be executed by the parties; and

WHEREAS, the Trust has confirmed that the Premises is not required for Trust purposes;

WHEREAS, the Trust seeks to authorize the Chief Executive Officer, and or his designee, to execute a new lease agreement with the University of Miami for the Premises, for a cumulative four-year term; and

WHEREAS, this Board has the authority to lease real property to the University pursuant to Section 25A-4(d) of the Code and pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board finds that the property is not needed for Public Health Trust purposes, and declares the property surplus.

Section 3. This Board finds that the University requires the property for a use consistent with its mission, and that the lease would promote the community interest and welfare, pursuant to Section 125.38, Florida Statutes, as amended.

Section 4. This Board authorizes the Chief Executive Officer or his designee, pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes and Section 25A of the Code of Miami-Dade County, Florida, to execute a lease agreement with the University of Miami for approximately 1,043 rentable square feet of medical and professional office space located Ambulatory Care Center-East, 1611 NW, 12th Avenue, Suite 154, Miami, Florida, for a cumulative four-year term, to take all necessary action to effectuate same, and to exercise all rights conferred therein.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Sub-Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Lease Agreement with the University of Miami for Use of Space at Ambulatory Care Center – East by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases

---

Recommendation
Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer to execute a new lease agreement with the University of Miami, a Florida-not-for-profit corporation ("University"), for the rental of approximately 1,043 square feet of medical and professional office space at the Ambulatory Care Center - East located at 1611 NW 12th Avenue, Suite 154, Miami, Florida ("Premises"), for use by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases.

Scope
The proposed Lease Agreement would be for a period of a cumulative four (4) years.

Fiscal Impact
The University shall pay to the Trust an estimated $163,632.36 in rent over the four-year term of the lease for its use of the Premises. The proposed rent has been established by an independent fair market value appraisal.

Track Record/Monitor
Dan Chatlos, Director, Real Estate Services, would track and monitor the Lease Agreement.

Background
The University has been occupying the Premises under an existing lease that is scheduled to expire on November 30,2023 and has advised that it desires to enter into a new, replacement lease to allow the University to continue conducting AIDS and emerging infectious disease research and training at the Premises.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer or his designee to execute the Lease Agreement, take any other action required to effectuate the same, and to exercise any and all rights conferred therein.

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO NEGOTIATE AND EXECUTE NEW SHORT-TERM LEASE AGREEMENTS WITH THE UNIVERSITY OF MIAMI FOR SPACE CURRENTLY OCCUPIED BY THE UNIVERSITY AT JACKSON MEDICAL TOWERS, LOCATED AT 1500 NW 12TH AVENUE, MIAMI, FLORIDA, FOR A PERIOD OF UP TO ONE YEAR, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

WHEREAS, Section 25A-2(a) of the Code of Miami-Dade County, Florida ("Code") delegates to the Public Health Trust ("Trust"), the responsibility to operate, maintain and govern designated facilities, including the Jackson Medical Towers building located at 1500 NW 12th Avenue, Miami, Florida; and

WHEREAS, the University of Miami ("University") has been leasing space at Jackson Medical Towers for use by various University programs under the existing Space Utilization and Administration Agreement that is scheduled to expire on November 30, 2023; and

WHEREAS, in 2022 the Trust notified the University of its intent to close Jackson Medical Towers to allow for its future redevelopment and requested that the University relocate its existing programs to alternate locations before November 30, 2023; and

WHEREAS, the University has requested to continue occupying spaces on a month-to-month basis to allow for additional time for the University to relocate its programs; and

WHEREAS, Trust staff has evaluated the University's request and determined that continued occupancy by the University for a period of up to one (1) year will not impact the Trust's timeline for redevelopment of Jackson Medical Towers;

WHEREAS, no further extensions are available to the parties under the existing Space Utilization and Administration Agreement and therefore new, short-term lease agreements are necessary to allow for the continued short-term occupancy requested by the University

WHEREAS, the Trust seeks to authorize the Chief Executive Officer, or his designee, to negotiate and execute new short-term lease agreements with the University of Miami to allow the University to continue occupying space at Jackson Medical Towers on a month-to-month basis for a period of up to one (1) year;

WHEREAS, this Board has the authority to lease real property to the University pursuant to Section 25A-4(d) of the Code and pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board finds that the property is not currently needed for Public Health Trust purposes, and declares the property surplus.

Section 3. This Board finds that the University requires the property for a use consistent with its mission, and that the leases would promote the community interest and welfare, pursuant to Section 125.38, Florida Statutes.

Section 2. This Board authorizes the Chief Executive Officer or his designee, pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes and Section 25A-4(d) of the Code of Miami-Dade County, Florida, to execute negotiate and execute new, short-term lease agreements with the University of Miami for space currently occupied by the University at Jackson Medical Towers located at 1500 NW 12th Avenue, Miami, Florida, for a period of up to one (1) year and to take all necessary action to effectuate same, and to exercise all rights conferred therein.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Walter T. Richardson, Chairman
and Members, Purchasing and Facilities Sub-Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Short-Term Lease Agreements with the University of Miami at Jackson Medical Towers

---

Recommendation

Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer, or his designee, to negotiate and execute new, short-term lease agreements with the University of Miami, a Florida-not-for-profit corporation ("University"), for the continued use of spaces currently leased by the University at Jackson Medical Towers located at 1500 NW 12th Avenue, Miami, FL to allow the University additional time to complete the relocation of University occupants to alternate locations.

Scope

Any new short-term lease agreements executed pursuant to this resolution will be on month-to-month basis for a period of up to one (1) year.

Fiscal Impact

The University shall pay to the Trust base rent an amount equal to approximately $18.84 per rentable square foot, which is equal to 125% of the current rental amount, plus operating expenses for the duration of any new lease executed pursuant to this resolution.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor any new lease agreements executed pursuant to this resolution.

Background

The University currently occupies approximately 23,965 square feet of space at Jackson Medical Towers pursuant to the Jackson Memorial Medical Center Space Utilization and Administration Agreement between the Trust and the University dated May 24, 2018 ("Master Space Agreement") that is scheduled to expire on November 30, 2023.

In 2022, the Trust notified the University that the Trust intended to close and vacate Jackson Medical Towers to allow for its future redevelopment and that University programs currently located there would need to be relocated by the University upon the expiration of the Master Space Agreement.

The University has confirmed its intent to vacate its spaces at Jackson Medical Towers but has requested additional time to relocate some programs due to delays in the build-out of new spaces. Staff has evaluated the request and determined that cotinued occupancy by the University for a period of up to one (1) year will not impact the current project timeline for redevelopment of Jackson Medical Towers. No further extensions are available to the Parties under the existing Master Space Agreement and therefore new, short-term lease agreements are required to allow for the continued short-term occupancy requested by the University.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer, or his designee to negotiate and execute new, short-term lease agreements with the University for spaces currently occupied by the University at Jackson Medical Towers and to take any actions necessary to effectuate the same.

Jackson HEALTH SYSTEM

PUBLIC HEALTH TRUST

Miracles made daily.

FISCAL COMMITTEE AGENDA

WEDNESDAY, NOVEMBER 29, 2023
11:00 AM

IRA C. CLARK DIAGNOSTIC TREATMENT CENTER (DTC)
SECOND FLOOR, CONFERENCE ROOM 259
1080 N. W. 19TH STREET
MIAMI, FL 33136

Public Health Trust Board Rules

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the committee, shall be barred from further audience before the committee, unless permission to continue or again address the committee be granted by the Chairperson. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Board Room. Persons exiting the Board Room shall do so quietly.

The use of cell phones in the Board Room is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those seated around the board table, must exit the Board Room to answer incoming cell phone calls.

1 CALL TO ORDER

2 APPROVAL OF THE COMMITTEE MEETING MINUTES FOR OCTOBER 25, 2023

2.a

Meeting Minutes

3 PUBLIC HEALTH TRUST JACKSON HEALTH SYSTEM CONSOLIDATED FINANCIAL STATEMENTS ENDED OCTOBER 31, 2023

3.a

PHT/JHS Consolidated Financial Statements

4 PURCHASING AND FACILITIES SUBCOMMITTEE REPORT

5 RESOLUTIONS RECOMMENDED TO BE ACCEPTED

5.a

RESOLUTION AUTHORIZING AND APPROVING AWARD OF BIDS AND PROPOSALS, WAIVER OF BIDS, AND OTHER PURCHASING ACTIONS FOR OCTOBER 2023, IN ACCORDANCE WITH THE PUBLIC HEALTH TRUST'S PROCUREMENT POLICY, RESOLUTION NO. PHT 08/2020-041 *Sponsored by Rosa Costanzo, Senior Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division, Jackson Health System*

5.b

RESOLUTION APPROVING THE ADOPTION OF THE PUBLIC HEALTH TRUST DEFINED BENEFIT RETIREMENT PLAN AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2024, *Sponsored by Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System*

5.c

RESOLUTION APPROVING THE PUBLIC HEALTH TRUST DEFINED BENEFIT RETIREMENT PLAN VALUATION REPORT TO DETERMINE CONTRIBUTION FOR THE PLAN YEAR ENDING DECEMBER 31, 2024, *Sponsored by Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System*

5.d

RESOLUTION APPROVING THE PUBLIC HEALTH TRUST'S TERMINATION OF ITS RELATIONSHIP WITH MACKAY SHIELDS AND THE LIQUIDATION OF PHT DEFINED BENEFIT PENSION PLAN ASSETS INVESTED THEREWITH; ADDING THE SSGA US HIGH YIELD BOND INDEX NL FUND TO THE PLAN; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO (1) NEGOTIATE, FINALIZE AND EXECUTE ANY DOCUMENTS OR AGREEMENTS TO EFFECTUATE THIS TRANSACTION; (2) EXERCISE ANY RIGHTS CONTAINED IN SUCH DOCUMENTS OR AGREEMENTS; AND (3) TAKE ALL NECESSARY FURTHER ACTION TO ACCOMPLISH THE PURPOSES OF THIS RESOLUTION, *Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System*

5.e

RESOLUTION AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE A RENEWAL AGREEMENT FOR FUNDING IN AN AMOUNT NOT TO EXCEED $1,133,000.00 OUT OF FISCAL YEAR 2023-2024 BUDGET FOR PURCHASE OF PUBLIC HEALTH SERVICES WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH - *Sponsored by Caridad Nieves, Chief Executive Officer, Ambulatory*

and Physician Services

5.f

RESOLUTION AUTHORIZING AND APPROVING THE PROCUREMENT POLICY/REGULATION AS REVISED AND AMENDED ON NOVEMBER 29, 2023 - Sponsored by *Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Chief Procurement Officer, Jackson Health System*

5.g

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 8,453 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT JACKSON BEHAVIORAL HEALTH HOSPITAL, LOCATED AT 1695 NW 9TH AVE, THIRD FLOOR, MIAMI, FLORIDA, FOR AN INITIAL FIVE-YEAR TERM, PLUS ONE (1), FIVE-YEAR RENEWAL OPTION, FOR THE PURPOSE OF OPERATING THE UNIVERSITY OF MIAMI DEPARTMENT OF PSYCHIATRY AND BEHAVORAL SCIENCES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Chief Procurement Officer, Jackson Health System*

5.h

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4(D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 1,043 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT THE AMBULATORY CARE CENTER-EAST, LOCATED AT 1611 NW 12TH AVE, SUITE 154, MIAMI, FLORIDA, FOR A CUMULATIVE FOUR-YEAR TERM FOR THE PURPOSE OF OPERATING THE MIAMI CENTER FOR AIDS RESEARCH AND INSTITUTE FOR AIDS AND EMERGING INFECTIOUS DISEASES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Chief Procurement Officer, Jackson Health System*

5.i

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO NEGOTIATE AND EXECUTE NEW SHORT-TERM LEASE AGREEMENTS WITH THE UNIVERSITY OF MIAMI FOR SPACE CURRENTLY OCCUPIED BY THE UNIVERSITY AT JACKSON MEDICAL TOWERS, LOCATED AT 1500 NW 12TH AVENUE, MIAMI, FLORIDA, FOR A PERIOD OF UP TO ONE YEAR, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Chief Procurement Officer, Jackson Health System*

6 CALL TO ADJOURN

PUBLIC HEALTH TRUST BOARD OF TURSTEE ONE-DAY COMMITTEE MEETINGS

FISCAL COMMITTEE MEETING MINUTES

Wednesday, October 25, 2023
Followed the Purchasing and Facilities Subcommittee

Ira C. Clark Diagnostic Treatment Center
Conference Room 259

Fiscal Committee
Carmen M. Sabater, Chairwoman
Antonio L. Argiz, Vice Chairman
Matthew J. Allen
Amadeo Lopez-Castro, III
Laurie Weiss Nuell
Walter T. Richardson
Senator Alexis Calatayud

Member(s) Present: Walter T. Richardson, Laurie Weiss Nuell, Carmen Sabater, Antonio L. Argiz, Senator Alexis Calatayud, Amadeo Castro, III and Matthew J. Allen

Member(s) Excused: None

In addition to the Committee members, the following staff members and Assistant Miami-Dade County Attorneys were present: Carlos A. Migoya, David Zambrana and Mark T. Knight; Christopher Kokoruda and Laura Llorente, Assistant Miami-Dade County Attorneys

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1. CALL TO ORDER

Carmen M. Sabater, Chairwoman, Fiscal Committee at 12:36 p.m.

2. APPROVAL OF THE COMMITTEE MEETING MINUTES FOR SEPTEMBER 27, 2023

Laurie Weiss Nuell moved approval; seconded by Senator Alexis Calatayud and carried without dissent.

3. PUBLIC HEALTH TRUST JACKSON HEALTH SYSTEM CONSOLIDATED FINANCIAL STATEMENTS ENDED SEPTEMBER 2023

Mark T. Knight, Executive Vice President and Chief Financial Officer presented an overview of the Jackson Health System (JHS) Consolidated Financial Statements ended September 30, 2023, which was not included in the agenda packet due to diligence process closing on Friday afternoon.. Overall JHS finished the year positive $11.7 million dollars, on an essential budget loss of $8 million dollars. Strong performance relative to budget, significantly behind prior years. Mr. Knight reminded trustees of the settlement agreement with CMS regarding issues from 2008 to 2010 which brought financial impact of approximately $75 million dollars on the current fiscal year, and created variance in performance. Continue struggle with labor, premium pay dropped to $12 million dollars in September, significantly below peak of $18 million with agency, overtime and extra shift bonuses. As Rosa Costanzo mentioned in procurement report; external agency Cross Country provides as needed agency staff to Jackson, and it's a $30 million dollar agreement, in addition, Centralized Resource Pool which allow to incentivize non-Jackson staff to work as a per diem or pool capacity across the system. Both initiatives help control staffing and anticipate cost decrease.

Overall cash collection for year very strong, exceeded target by $12 million and $55 over prior year collections. Denials improved by $12 million dollars. Jackson transformation initiatives started to realize benefits. Fiscal year 2023 was largely planning period, however, for fiscal year 2024 began to see pickup of $4 million dollar. Anticipate seeing additional pickups in relation to initiatives. Overall strong fiscal year end, this represent period 13th closing, JHS still have pending items relative to actuary reports, anticipate there will be no impact on audits. KPMG contracted auditors began audits and will be presenting reports to the Board of Trustees in January 2024.

4. PURCHASING AND FACILITIES SUBCOMMITTEE

The Purchasing and Facilities Subcommittee met on October 25, 2023. The subcommittee reviewed, accepted and forwarded to the Fiscal Committee with a favorable recommendation to accept as presented the October 2023 Purchasing Report.

5. RESOLUTIONS RECOMMENDED TO BE ACCEPTED

6.a

RESOLUTION AUTHORIZING AND APPROVING A WARD OF BIDS AND PROPOSALS, WAIVER OF BIDS, AND OTHER PURCHASING ACTIONS FOR OCTOBER 2023, IN ACCORDANCE WITH THE PUBLIC HEALTH TRUST'S PROCUREMENT POLICY, RESOLUTION NO. PHT 08/2020-041 *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System*

6.b

RESOLUTION DIRECTING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO l) NEGOTIATE AND FINALIZE A LAND EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY ("COUNTY") AND THE DISTRICT BOARD OF TRUSTEES FOR MIAMI DADE COLLEGE ("COLLEGE") FOR THE CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COUNTY-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 0l-3135-061-0010 TO THE COLLEGE IN EXCHANGE FOR THE COUNTY RECEIVING A CONVEYANCE OF APPROXIMATELY 48,000 SQUARE FEET OF COLLEGE-OWNED REAL PROPERTY CONSISTING OF A PORTION OF FOLIO 01-3135-106-0010 AND 2) SEEK BOARD OF COUNTY COMMISSIONERS' AUTHORIZATION FOR THE COUNTY MAYOR TO EXECUTE, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE LAND EXCHANGE AGREEMENT; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO SEEK ANY ADDITIONAL AUTHORIZATIONS AND TAKE ANY ACTION REQUIRED TO EFFECTUATE THE SAME AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN *Sponsored by Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management and Chief Procurement Officer, Jackson Health System*

MOTION TO ACCEPT THE RESOLUTIONS INCLUDING ADD-ON AGENDA ITEM AND REPORT ON COMPLIANCE GRANTS WITH A FAVORABLE RECOMMENDATION TO THE BOARD OF TRUSTEES

Senator Alexis Calatayud, moved to accept the resolutions; seconded by Matthew J. Allen and carried without dissent.

6. CALL TO ADJOURN

Carmen M. Sabater, Chairwoman at 12:46 p.m.

Meeting Minutes Prepared by: Adriana V. Pascal
Executive Assistant and
Secretary to the Public Health Trust Board of Trustees

PUBLIC HEALTH TRUST
JACKSON HEALTH SYSTEM
CONSOLIDATED FINANCIAL STATEMENTS

October 31, 2023

PUBLIC HEALTH TRUST
JACKSON HEALTH SYSTEM
CONSOLIDATED FINANCIAL STATEMENTS

October 31, 2023

Table of Contents

Jackson HEALTH SYSTEM
Miracles made daily.

Public Health Trust of Miami-Dade County
Jackson Health System
Key Performance Indicators
Fiscal Year 2024

	YTD Status	Month-to-date: October 2023 Actual	Budget	Prior Year	B % Δ	PY % Δ	Year-to-date: October 2023 (1 of 12 Months) Actual	Budget	Prior Year	B % Δ	PY % Δ
Financial Summary ($ in thousands)											
1. Net Patient Revenue		$ 138,296	$ 139,499	$ 135,627	(0.9)%	2.0%	$ 138,296	$ 139,499	$ 135,627	(0.9)%	2.0%
2. Other Operating Revenue		42,240	40,925	40,858	3.2%	3.4%	42,240	40,925	40,858	3.2%	3.4%
3. Total Operating Revenue		180,536	180,424	176,484	0.1%	2.3%	180,536	180,424	176,484	0.1%	2.3%
4. Total Operating Expenses		250,676	248,427	225,420	(0.9)%	(11.2)%	250,676	248,427	225,420	(0.9)%	(11.2)%
5. Net Income (Loss) from Operations		(70,140)	(68,003)	(48,936)	(3.1)%	(43.3)%	(70,140)	(68,003)	(48,936)	(3.1)%	(43.3)%
6. Sales Tax and MOE		56,741	56,741	49,329	(0.0)%	15.0%	56,741	56,741	49,329	(0.0)%	15.0%
7. Total Net Non-operating Revenue		8,463	8,002	2,020	5.8%	318.9%	8,463	8,002	2,020	5.8%	318.9%
8. Excess of Revs Over (Under) Expenses before GOB		$ (4,936)	$ (3,260)	$ 2,413	(51.4)%	(304.5)%	$ (4,936)	$ (3,260)	$ 2,413	(51.4)%	(304.5)%
9. GOB & Special Contributions		-	(0)	8	100.0%	(100.0)%	-	(0)	8	100.0%	(100.0)%
10. Excess of Revenues Over (Under) Expenses		$ (4,936)	$ (3,260)	$ 2,421	(51.4)%	(303.8)%	$ (4,936)	$ (3,260)	$ 2,421	(51.4)%	(303.8)%
Financial Indicators											
11. Net Patient Revenue per Adjusted Admission		15,775	16,996	16,622	(7.2)%	(5.1)%	15,775	16,996	16,622	(7.2)%	(5.1)%
12. Total Operating Expense per Adjusted Admission		28,594	30,268	27,626	5.5%	(3.5)%	28,594	30,268	27,626	5.5%	(3.5)%
13. Realization Rate (PCR%)		22.65%	23.18%	22.94%	(2.3)%	(1.3)%	22.65%	23.18%	22.94%	(2.3)%	(1.3)%
Liquidity Indicators											
14. Days Net in Receivable		58.97	45.00	56.59	(31.1)%	(4.2)%	58.97	45.00	56.59	(31.1)%	(4.2)%
15. Days (Unrestricted) Cash on Hand		50.00	50.00	50.00	0.0%	0.0%	50.00	50.00	50.00	0.0%	0.0%
16. Current Ratio		1.56	1.38	1.60	13.2%	(2.1)%	1.56	1.38	1.60	13.2%	(2.1)%
17. Cash (Unrestricted) to Debt Ratio		1.46	1.00	1.34	46.0%	9.0%	1.46	1.00	1.34	46.0%	9.0%
Utilization Indicators											
18. Admissions excl. Newborn		6,071	5,665	5,581	7.2%	8.8%	6,071	5,665	5,581	7.2%	8.8%
19.Observation Cases		4,274	4,200	4,161	1.8%	2.7%	4,274	4,200	4,161	1.8%	2.7%
20. Average Daily Census		1,666	1,619	1,633	2.9%	2.0%	1,666	1,619	1,633	2.9%	2.0%
21. Average Length of Stay		6.78	6.96	7.24	2.7%	6.4%	6.78	6.96	7.24	2.7%	6.4%
22. ED Visits		23,498	23,705	23,309	(0.9)%	0.8%	23,498	23,705	23,309	(0.9)%	0.8%
23. Surgical Cases		2,542	2,431	2,393	4.6%	6.2%	2,542	2,431	2,393	4.6%	6.2%
Productivity Indicators											
24. JHS FTE per Adjusted Occupied Bed		7.71	7.91	7.48	2.5%	(3.1)%	7.71	7.91	7.48	2.5%	(3.1)%
25. Jackson Health System FTE's		14,783	14,590	14,265	(1.3)%	(3.6)%	14,783	14,590	14,265	(1.3)%	(3.6)%
26. Overtime % of Productive Hours		5.1%	3.9%	6.3%	(30.3)%	19.2%	5.1%	3.9%	6.3%	(30.3)%	19.2%
Payor Mix Self Pay Patient Days as % of Total											
27. Jackson Memorial Hospital		10.57%	10.20%	10.28%	(3.7)%	(2.9)%	10.57%	10.20%	10.28%	(3.7)%	(2.9)%
28. Jackson North		8.67%	6.44%	7.20%	(34.6)%	(20.4)%	8.67%	6.44%	7.20%	(34.6)%	(20.4)%
29. Jackson South		9.33%	11.75%	12.34%	20.6%	24.4%	9.33%	11.75%	12.34%	20.6%	24.4%
30. Jackson West		9.31%	12.77%	10.31%	27.1%	9.7%	9.31%	12.77%	10.31%	27.1%	9.7%

FS-1

Positive variance or no major concerns
Year-to-date numbers are ok or explained, but concern for future trend
Negative variance or area of current concern
Variance are Favorable (positive number) and Unfavorable (negative number)

Public Health Trust of Miami-Dade County
Jackson Health System
Consolidated Statement of Financial Position
As of October 2023

Amounts in thousands	Current Month 10/31/2023	Prior Month 9/30/2023	Dollar Change	Unaudited 9/30/2023	Dollar Change
ASSETS:					
Cash and Investments	362,465	411,102	(48,637)	411,102	(48,637)
Cash and Investments Restricted	16,549	14,115	2,434	14,115	2,434
Cash and Investments Limited as to Use	175,101	174,346	755	174,346	755
Gross Patient Accounts Receivable	1,075,789	1,053,285	22,504	1,053,285	22,504
Allowances for Contractuals and Bad Debt	(816,142)	(803,905)	(12,237)	(803,905)	(12,237)
Net Accounts Receivable	259,647	249,380	10,267	249,380	10,267
Third Party Receivable	276,445	223,927	52,518	223,927	52,518
Due From Miami-Dade County	98,046	114,771	(16,725)	114,771	(16,725)
Other Receivables - Restricted	5,070	4,354	716	4,354	716
Inventories	53,484	53,391	93	53,391	93
Prepaid Expenses and Other Current Assets	16,363	17,603	(1,240)	17,603	(1,240)
Total Current Assets	1,263,170	1,262,989	181	1,262,989	181
Cash and Investments Limited as to Use - LT	48,551	48,207	344	48,207	344
Cash and Investments Restricted - LT	36,118	36,032	86	36,032	86
Capital Assets, Net	1,257,969	1,257,789	180	1,257,789	180
Other Assets	48,403	48,380	23	48,380	23
Total Non-Current Assets	1,391,041	1,390,408	633	1,390,408	633
Total Assets	2,654,211	2,653,397	814	2,653,397	814
Deferred Outflows of Resources	195,028	195,169	(141)	195,169	(141)
Total Assets and Deferred Outflows of Resources	**$ 2,849,239**	**$ 2,848,566**	**$ 673**	**$ 2,848,566**	**$ 673**
LIABILITIES:					
Current Portion of Long Term Debt	11,460	11,460	0	11,460	0
Accounts Payable and Accrued Expenses	213,601	182,939	30,662	182,939	30,662
Accrued Salaries and Payroll Taxes Withheld	185,175	215,390	(30,215)	215,390	(30,215)
Current Portion of Total OPEB Liability	2,982	2,982	0	2,982	0
Due to Other Third Party	296,698	289,916	6,782	289,916	6,782
Due to Miami-Dade County	13,852	13,852	0	13,852	0
Other Restricted	1,851	1,932	(81)	1,932	(81)
Other Current Liabilities	83,099	84,605	(1,506)	84,605	(1,506)
Total Current Liabilities	808,718	803,076	5,642	803,076	5,642
Long Term Debts, Excluding Current Portion	236,744	236,895	(151)	236,895	(151)
Other Liabilities	515,834	515,584	250	515,584	250
Total Liabilities	1,561,296	1,555,555	5,741	1,555,555	5,741
Deferred Inflows of Resources	90,088	90,221	(133)	90,221	(133)
Total Liabilities and Deferred Inflows of Resources	1,651,384	1,645,776	5,608	1,645,776	5,608
Unrestricted Net Position	37,588	45,173	(7,585)	45,173	(7,585)
Invested in Capital Assets	1,037,974	1,037,608	366	1,037,608	366
Restricted Net Position	122,293	120,009	2,284	120,009	2,284
Total Net Position	1,197,855	1,202,790	(4,935)	1,202,790	(4,935)
Total Liabilities & Net Position	**$ 2,849,239**	**$ 2,848,566**	**$ 673**	**$ 2,848,566**	**$ 673**

Jackson HEALTH SYSTEM

Consolidated Statement of Revenue, Expenses & Changes in Net Position

Public Health Trust of Miami-Dade County

October 2023

(Amount in Thousands)

Month of October 2023								1 Months Ended October 31, 2023						
Oct 23 Actual	Oct 23 Budget	Oct 22 Actual	$ Variance Budget	$ Variance Prior	% Variance Budget	% Variance Prior	Account Description	Oct 23 Actual YTD	Oct 23 Budget YTD	Oct 22 Actual YTD	$ Variance Budget	$ Variance Prior	% Variance Budget	% Variance Prior
136,558	137,639	133,819	(1,081)	2,739	(1%)	2%	Hospital and Physician Services	136,558	137,639	133,819	(1,081)	2,739	(1%)	2%
0	0	0	0	0	0%	0%	Community Medical Practices	0	0	0	0	0	0%	0%
156	142	157	13	(1)	9%	(1%)	Primary Care Centers	156	142	157	13	(1)	9%	(1%)
1,583	1,718	1,651	(136)	(68)	(8%)	(4%)	Continuing Care (SNF)	1,583	1,718	1,651	(136)	(68)	(8%)	(4%)
138,296	139,499	135,627	(1,203)	2,670	(1%)	2%	Net Patient Service Revenue	138,296	139,499	135,627	(1,203)	2,670	(1%)	2%
0	0	0	0	0	0%	0%	Division of Managed Care	0	0	0	0	0	0%	0%
1,995	2,051	2,078	(56)	(83)	(3%)	(4%)	Grants Revenue	1,995	2,051	2,078	(56)	(83)	(3%)	(4%)
40,245	38,874	38,779	1,371	1,466	4%	4%	Other Operating Revenue	40,245	38,874	38,779	1,371	1,466	4%	4%
180,536	180,424	176,484	112	4,052	0%	2%	Total Operating Revenue	180,536	180,424	176,484	112	4,052	0%	2%
153,570	147,744	131,725	(5,826)	(21,846)	(4%)	(17%)	Salaries and Related Costs	153,570	147,744	131,725	(5,826)	(21,846)	(4%)	(17%)
43,593	48,349	43,299	4,756	(294)	10%	(1%)	Contractual and Purchased Services	43,593	48,349	43,299	4,756	(294)	10%	(1%)
0	0	0	0	0	0%	0%	Division of Managed Care	0	0	0	0	0	0%	0%
40,510	39,199	37,417	(1,312)	(3,094)	(3%)	(8%)	Supplies	40,510	39,199	37,417	(1,312)	(3,094)	(3%)	(8%)
10,044	10,044	10,088	0	44	0%	0%	Depreciation and Amortization	10,044	10,044	10,088	0	44	0%	0%
939	1,024	1,047	85	108	8%	10%	Interest Expenses	939	1,024	1,047	85	108	8%	10%
2,019	2,066	1,844	48	(175)	2%	(9%)	Other Operating Expenses	2,019	2,066	1,844	48	(175)	2%	(9%)
250,676	248,427	225,420	(2,249)	(25,256)	(1%)	(11%)	Total Operating Expenses	250,676	248,427	225,420	(2,249)	(25,256)	(1%)	(11%)
(70,140)	(68,003)	(48,936)	(2,137)	(21,204)	3%	43%	Gain (Loss) From Operations	(70,140)	(68,003)	(48,936)	(2,137)	(21,204)	3%	43%
152	246	114	(94)	38	(38%)	34%	Investment Income	152	246	114	(94)	38	(38%)	34%
8,311	7,756	1,907	555	6,404	7%	336%	Other Income	8,311	7,756	1,907	555	6,404	7%	336%
24,674	24,674	21,961	(0)	2,713	(0%)	12%	Dade County Unrestricted Funds	24,674	24,674	21,961	(0)	2,713	(0%)	12%
32,066	32,066	27,368	0	4,699	0%	17%	Unrestricted Health Care Surtax	32,066	32,066	27,368	0	4,699	0%	17%
65,204	64,743	51,349	461	13,855	1%	27%	Total Non-Operating Gain Net	65,204	64,743	51,349	461	13,855	1%	27%
(4,936)	(3,260)	2,413	(1,676)	(7,350)	51%	(305%)	Revenue & Gain in Excess of Exp. & Loss	(4,936)	(3,260)	2,413	(1,676)	(7,350)	51%	(305%)
0	0	0	0	0	0%	0%	Capital Contributions - Grants and Other	0	0	0	0	0	0%	0%
0	(0)	8	0	(8)	(100%)	(100%)	JM Contributions	0	(0)	8	0	(8)	(100%)	(100%)
0	0	0	0	0	0%	0%	Miami Dade Cty. GOB	0	0	0	0	0	0%	0%
(4,936)	(3,260)	2,421	(1,676)	(7,358)	51%	(304%)	Revenue & Gain after Extraordinary Loss	(4,936)	(3,260)	2,421	(1,676)	(7,358)	51%	(304%)

Public Health Trust of Miami Dade County
Jackson Health System
Consolidated Statement of Unrestricted and Restricted Cash Flow
For the Period Ending October 31, 2023

Amounts in thousands	Current Month 10/31/2023	Year to Date 10/31/2023	Unaudited 9/30/2023
Cash generated (used) by operations:			
Funds available for working capital/facilities improvements	$ (4,936)	$ (4,936)	$ 13,793
Non-cash expenses:			
Depreciation	10,044	10,044	(1,134)
Loss on disposal of capital assets	-	-	(417)
Total	$ 5,108	$ 5,108	$ 12,242
Cash provided (used) for current assets:			
Decreases (increases) in:			
Restricted Investments	(46,060)	(46,060)	(40,895)
Patient Receivable and Other Third Party payer	-	-	-
Cash and Investment Limited as to Use	(755)	(755)	109,012
Inventories, Prepaid Expenses, and Other Receivables	431	431	(6,760)
Total	$ (46,384)	$ (46,384)	$ 61,357
Cash provided (used) for current liabilities:			
Increases (decreases) in:			
Current Installment of Long Term Debt	-	-	200
Accounts Payable and Accrued Expenses	447	447	21,551
Due to other third party	6,782	6,782	108,285
Other Liabilities	(1,506)	(1,506)	(192,439)
Other- Restricted	(80)	(80)	139
Total	$ 5,643	$ 5,643	$ (62,264)
Decreases (increases) in:			
Cash and Investment Limited as to Use	(344)	(344)	(40)
Cash and Investment Restricted	(86)	(86)	(181)
Long Term Investment	-	-	200
Deferred Outflow of Resources	141	141	57,140
Cash provided (used) for Other Assets	(23)	(23)	(11)
Cash provided (used) for Long Term Liabilities:			
Increases (decreases) in:			
Long Term Debt	(151)	(151)	(161)
Other Liabilities	250	250	(5,516)
Deferred Inflow of Resources	(133)	(133)	(16,543)
Total	$ (34)	$ (34)	$ (22,220)
Cash provided (used) for Prop., Plant and Equipment:			
Purchases of Propperty, Plant, and Equipment	(10,224)	(10,224)	(8,734)
Total	$ (10,224)	$ (10,224)	$ (8,734)
Net Increase (decrease) in Cash and Cash Equivalents	(46,203)	(46,203)	44,819
Cash, beginning of period	425,217	425,217	380,398
Cash, end of period	$ 379,014	$ 379,014	$ 425,217

Jackson HEALTH SYSTEM

P & L 12 Month Trend Analysis
Public Health Trust of Miami-Dade County - (Consolidated)
October 2023

	Oct 23	Sep 23	Aug 23	Jul 23	Jun 23	May 23	Apr 23	Mar 23	Feb 23	Jan 23	Dec 22	Nov 22
Inpatient Revenue	422,884	396,103	421,180	405,668	395,307	406,101	385,239	435,155	382,471	426,989	397,611	399,263
Outpatient Revenue	187,777	174,655	193,738	183,292	191,046	197,712	180,003	201,578	175,088	186,824	185,930	176,699
Gross Patient Service Revenue	**610,661**	**570,759**	**614,918**	**588,960**	**586,354**	**603,812**	**565,242**	**636,733**	**557,558**	**613,813**	**583,541**	**575,962**
Contractual Adjustments	401,587	344,579	403,127	387,563	385,815	395,747	376,393	417,045	372,194	401,077	376,109	381,127
Provisions for Charity Care	12,050	11,941	14,362	13,031	13,272	14,042	7,855	20,060	13,425	15,300	12,840	14,155
Net Patient Revenue Adjustments	71	62	65	53	96	126	104	98	89	75	74	72
Provision for Doubful Accounts	58,656	59,080	63,414	58,370	57,663	58,233	52,517	62,725	48,990	59,912	63,326	54,722
Total Deductions From Revenue	**472,365**	**415,661**	**480,968**	**459,017**	**456,846**	**468,148**	**436,869**	**499,928**	**434,698**	**476,363**	**452,349**	**450,076**
Net Patient Service Revenue	**138,296**	**155,098**	**133,949**	**129,942**	**129,507**	**135,664**	**128,373**	**136,805**	**122,860**	**137,449**	**131,192**	**125,886**
Other Operating Revenue	40,245	27,029	41,191	41,097	41,347	41,734	40,183	42,052	38,583	40,485	40,060	39,299
Grants Revenue	1,995	2,560	(1,309)	1,801	2,277	2,713	3,045	1,843	3,387	2,421	1,691	1,427
Total Operating Revenue	**180,536**	**184,686**	**173,831**	**172,840**	**173,131**	**180,112**	**171,601**	**180,700**	**164,830**	**180,355**	**172,943**	**166,613**
Salaries and Related Costs	153,570	211,718	148,142	146,091	130,660	139,074	135,613	140,670	127,741	135,852	135,227	127,603
Contractual and Purchased Services	43,593	44,218	43,375	43,887	45,381	44,903	43,212	38,715	41,918	46,327	43,636	42,138
Supplies	40,510	34,764	37,481	39,778	40,095	38,889	36,518	44,227	35,264	39,739	39,239	37,283
Division of Managed Care Paid Claims	0	0	0	0	0	0	0	0	0	0	0	0
Interest	939	928	933	946	943	993	1,002	1,007	912	835	1,261	1,031
Provision for Self-Insurance Claims	316	(674)	307	307	307	307	307	307	307	307	307	307
Public Med./Assist. Trust F. Assess	1,703	705	1,703	1,703	1,703	1,703	1,703	1,537	1,537	1,537	1,537	1,537
Depreciation	10,044	(1,135)	10,088	10,088	10,088	10,088	10,088	10,088	10,088	10,088	10,088	10,088
Total Operating Expenses	**250,676**	**292,142**	**242,517**	**242,800**	**229,177**	**235,958**	**228,444**	**236,551**	**217,767**	**234,685**	**231,295**	**219,987**
Gain (Loss) From Operations	**(70,140)**	**(107,456)**	**(68,686)**	**(69,960)**	**(56,046)**	**(55,846)**	**(56,843)**	**(55,851)**	**(52,937)**	**(54,330)**	**(58,352)**	**(53,374)**
Med. Edu. And Tert. Care Funds	7,512	136,962	9,764	1,470	1,470	1,470	1,470	1,470	1,470	1,470	1,470	1,470
Interest Income Non-Operating	153	299	132	240	215	332	165	205	307	451	283	39
Unrealized Gains and Losses	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Other Non-Operating	798	(78,989)	3,802	1,165	923	821	864	141	13	71	258	480
Dade County Unrestricted Funds	24,674	21,961	21,961	21,961	21,961	21,961	21,961	21,961	21,961	21,961	21,961	21,961
Unrestricted Health Care Surtax	32,066	41,058	32,319	32,319	32,368	32,368	32,368	32,368	33,427	32,368	31,895	32,368
TOTAL Non-Operating Gain Net	**65,204**	**121,291**	**67,977**	**57,154**	**56,936**	**56,951**	**56,827**	**56,144**	**57,178**	**56,319**	**55,866**	**56,316**
Revenue & Gain in Excess of Exp. & Loss	**(4,936)**	**13,836**	**(709)**	**(12,806)**	**890**	**1,105**	**(16)**	**293**	**4,241**	**1,989**	**(2,486)**	**2,942**
Capital Contributions - Grants and Other	0	0	0	0	0	0	0	0	0	(400)	0	0
JM Contributions	0	(42)	0	0	0	0	0	0	900	0	72	(8)
Miami Dade Cty. GOB	0	0	0	1,507	3,646	2,150	2,597	1,064	0	2,553	0	4,188
Revenue & Gain after Extraordinary Loss	**(4,936)**	**13,793**	**(709)**	**(11,299)**	**4,536**	**3,255**	**2,581**	**1,356**	**5,141**	**4,142**	**(2,414)**	**7,123**

Public Health Trust of Miami-Dade County Consolidated
Combining Statement of Revenue & Expenses by Hospital
Month of October 2023
(Amount in Thousands)

	Jackson Memorial	Jackson South	Jackson North	Jackson West	Other Facilities	Total	Prior Year Actual
Operating Revenue							
Inpatient Revenue	242,610	53,780	52,276	20,080	54,138	422,884	404,312
Outpatient Revenue	92,668	26,567	27,462	21,182	19,899	187,777	186,805
Gross Patient Service Revenue	335,278	80,348	79,738	41,262	74,037	610,661	591,117
Deductions from Revenue	255,331	62,466	63,533	32,211	58,824	472,365	455,490
Net Patient Service Revenue	79,947	17,882	16,204	9,051	15,213	138,296	135,627
Grants Revenue	43	0	0	0	1,952	1,995	2,078
Other Operating Revenue	14,667	3,635	3,079	930	17,934	40,245	38,779
Total Operating Revenue	94,657	21,517	19,283	9,981	35,098	180,536	176,484
Operating Expenses							
Salaries & Related Costs	54,703	13,546	12,546	6,039	66,736	153,570	131,725
Contractual & Purchased Services	13,476	2,653	2,990	1,352	23,122	43,593	43,299
Supplies	26,858	4,383	3,144	2,509	3,616	40,510	37,417
Other Operating Expenses	0	250	253	84	1,432	2,019	1,844
Depreciation	3,133	1,130	751	1,205	3,825	10,044	10,088
Interest	0	0	0	0	939	939	1,047
Total Operating Expenses	98,170	21,963	19,684	11,189	99,670	250,676	225,420
Excess of operating revenue over (under) operating expenses	(3,513)	(446)	(401)	(1,208)	(64,572)	(70,140)	(48,936)
Other Revenues (Expenses)							
Investment Income	0	0	0	0	153	153	115
Unrestricted Health Care Surtax	0	0	0	0	32,066	32,066	27,368
Miami Dade County Unrestricted Funds	0	0	0	0	24,674	24,674	21,961
Other Income	0	46	0	0	8,264	8,310	1,906
Revenue & Gain in Excess of Exp. & Loss	(3,513)	(400)	(401)	(1,208)	587	(4,936)	2,413
Capital Contributions - Grants & Other	0	0	0	0	0	0	0
JMH Foundation	0	0	0	0	0	0	8
Miami Dade County GOB Contributions	0	0	0	0	0	0	0
Excess of revenues over (under) expenses	(3,513)	(400)	(401)	(1,208)	587	(4,936)	2,421

Agenda Item 5.a
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT 11/2023 -

RESOLUTION AUTHORIZING AND APPROVING AWARD OF BIDS AND PROPOSALS, WAIVER OF BIDS, AND OTHER PURCHASING ACTIONS FOR NOVEMBER 2023, IN ACCORDANCE WITH THE PUBLIC HEALTH TRUST'S PROCUREMENT POLICY, RESOLUTION NO. PHT 08/2020-041

Rosa Costanzo, Senior Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division, Jackson Health System

WHEREAS, bids and proposals were solicited, received and reviewed by staff; and

WHEREAS, the Purchasing and Facilities Subcommittee met November 29, 2023 and reviewed staff's recommendations as submitted under the PHT's Procurement Policy, Resolution No. PHT 08/2020-041; and

WHEREAS, the Purchasing and Facilities Subcommittee forwarded the Purchasing Report to the Fiscal Committee with a recommendation for approval for each item under the report, which is attached hereto and hereby incorporated by reference; and

WHEREAS, upon his written recommendation, the Chief Executive Officer (CEO) recommends that the Public Health Trust Board of Trustees (Board of Trustees) waive competitive bidding for items under the heading of "Bid Waiver" and "Waiver of Full and Competitive Bidding" in the respective Purchasing Report, finding such action to be in the best interests of the Public Health Trust; and

WHEREAS, the CEO and Fiscal Committee recommend various other purchasing actions, as indicated in the attached Purchasing Report.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes and approves the award of bids and proposals and all the purchasing actions as set forth in the attached Purchasing Report, under the Public Health Trust's Procurement Policy, Resolution No. PHT 08/2020-041; and finds it in the best interest of the Public Health Trust to waive competitive bidding for those items listed under the heading "Bid Waiver" and "Waiver of Full and competitive Bidding" in the respective report; and to take such action as is necessary and authorized to implement these awards and actions.

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: November 29, 2023

RE: Purchasing Report

Recommendation
The following recommendations are made in accordance with the Trust's Procurement Regulation.

These items fully support our business operations and help the organization in its efforts to provide an excellent world class patient experience.

Scope
This report includes competitively solicited contract awards over $3,000,000, waivers of formal competition over $250,000 and other categories for Board approval as prescribed by the Procurement Regulation.

Fiscal Impact/Funding Source
The items included are part of the Trust's budget.

Track Record/Monitor
The Procurement Management Department along with the user departments and leadership support will track and monitor the responsibilities and obligations set forth in the contracts.

Background
The entire report has been vetted and assembled by the Procurement Management Department with the direct participation of the Director and staff, all subject to review by the Chief Procurement Officer, consultation with the Executive Staff and the President, and reviewed for legal sufficiency by the County Attorney's Office. Request is made for approval of the Purchasing Report, consisting of the following:

	Vendor	Amount		Chargeable
1.	Collection Agencies:	$85,000,000	For Three Years	No
2.	Wright Medical Technology, Inc.:	$5,908,219	Cost Not-To-Exceed	Yes
3.	ProHealth Pharmacy Solutions, LLC:	$8,664,906	For Five Years	Yes
4.	Otis Elevator Company:	$1,452,328	Cost Not-To-Exceed	No
5.	TK Elevator:	$454,641	Cost Not-To-Exceed	No
6.	Agiliti Surgical, Inc.:	$1,281,694	For Two Years	No
7.	Biosense Webster, Inc.:	$1,095,015	For Three Years	Yes
8.	OrganOx, Inc.:	$1,600,200	For Two Years	Yes
9.	Baxter Healthcare Corporation:	$779,540	Cost Not-To-Exceed	No
10.	Huntington Technology Finance, Inc.:	$1,114,030	Capital Purchase	No
11.	Cardinal Health 110, LLC:	$196,933,920	For One Years	Yes
12.	JOC Contracts:	$20,000,000	Cost Not-To-Exceed	No
13.	AvMed, Inc.:	$11,400,000	For Two Years	No
14.	Lung Bioengineering, Inc.:	$665,000	For Two Years	Yes

Procurement completed an orderly administrative process with each item to bring the best value (cost, quality and outcome) with each project.

PUBLIC HEALTH TRUST BOARD OF TRUSTEES
PURCHASING REPORT

November 29, 2023

TO: FISCAL COMMITTEE

FROM: PROCUREMENT MANAGEMENT DEPARTMENT

The following recommendations are made in accordance with the Trust's "Procurement Policy" and it's implementing "Procurement Regulation." This report includes competitively solicited contract awards over $3,000,000, waivers of formal competition over $250,000 and other categories for Board approval as prescribed by the Procurement Regulation. The entire report has been screened and assembled by the Procurement Management Department with the direct participation of the Directors and staff, all subject to review by the Chief Procurement Officer, consultation with the Executive Staff and the Chief Executive Officer, and reviewed for legal sufficiency by the County Attorney's Office.

SECTION I. AWARDS UNDER INVITATIONS TO BID (ITB's)
This section consists of awards under competitively solicited Invitations to Bid (ITB's) over $3,000,000.

No items to report.

SECTION II. AWARDS UNDER REQUESTS FOR PROPOSALS (RFP's)
This section consists of awards under competitively solicited Requests for Proposals (RFP's) over $3,000,000.

1. (2109253 – AW) The Revenue Cycle Division requests approval to award ten (10) contracts resulting from competitive Request for Proposals (RFP) 22-21507-AW for Accounts Receivables and Bad Debt Collections Agency Services. The contract term will be for three years with two options to renew (OTRs) of one year each (ongoing purchase).

Collection Agencies:

Alliance One:	$ 1,650,000
Bottom Line Systems:	$ 25,350,000
Centauri Health Solutions:	$ 2,250,000
Change Healthcare:	$ 26,400,000
First Source:	$ 6,900,000
Gulf Coast:	$ 4,500,000
Healthcare Retroactive:	$ 3,900,000
Jon B Sage:	$ 10,750,000
OVAG International:	$ 2,550,000
RTR Financial:	$ 750,000
This Request for Funding:	**$ 85,000,000 (For Three Years)**

Background
This competitive procurement was solicited and administered by the Procurement Management Department through a formal RFP process that was publicly advertised. Thirty-eight (38) proposals and two (2) no bid proposal were received via the Supplier Portal by the submittal deadline of July 1, 2022.

This RFP was designed to provide JHS with collection services provided by qualified firms with knowledge and experience in collecting payments from insurances and patients for patient care services, or Accounts Receivable/Bad Debt collections for various business lines. There are several different contracts being offered for a number of different types of collections of accounts receivable. The services solicited under this RFP include Early Out Self Pay Collections, Primary Bad Debt Collections, Secondary Bad Debt Collections, Early Out Insurance Collections, Out of State Medicaid Collections, International Collections, Denials Recovery Collections, Underpayment Collections, and Legal Services Collections.

The Agreements under this RFP cover fee for services rendered and will continue to be contingency based. The contingency rate is set independently for each collection group and vendor. All fees paid by the Trust are contingent upon the actual recovery of dollars and will not be paid unless the vendors perform satisfactorily in accordance with the provisions of the contracts.

The Selection Committee held six meetings during the evaluation process. Three of those meetings included Oral presentations with the vendors. The Selection Committee completed the final scoring and recommended that the ten highest ranked vendors move forward to negotiations.

In comparison to the existing contingency rates, the Contracts awarded under this RFP will reflect an overall cost reduction based on the new contingency rates as follows:

			New Contingency Rate			
	BUSINESS LINE	***CURRENT RATE***	Primary Vendor 1	Variance 1	Primary Vendor 2	Variance 2
1	Extended Business Office Insurance Follow-up (Under $1,000)	N/A	8%	N/A	7.25%	N/A
2	Denials Recovery (Balance Over $5,000)	15%	8%	-7%	14.25%	-.75%
3	Denials Recovery (Balance $500-$4,999)	17%	15%	-2%	17%	0%
4	Denials Recovery (Balance Under $500)	36.5%	30%	-6.5%	N/A	N/A
5	Early Out Self Pay	7%	3.75%	-3.25%	5%	-2%
6	Bad Debt Self Pay Primary	10%	9%	-1%	10%	0%
7	Bad Debt Self Pay Secondary Placement Pay	25%	13.90%	11.10%	24%	-1%
8	Audit and Collection Services for Underpayment and Contract Compliance	18%	18%	0%	N/A	N/A
9	Out of State Medicaid Collections	7%	6.85%	-.15%	N/A	N/A
10	International Collections	8%	8%	0%	N/A	N/A
11	Legal Services Collections	7.5%	10%	+2.5	N/A	N/A

The new contingency rates represent an estimated savings of $15,972,507.

In providing a statement on the benefits of this procurement to the Trust, the Revenue Cycle Division has explained that these Contracts perform like an extension of the Business Office. Vendors selected are qualified, knowledgeable and experienced in collecting payments from insurances and patients for patient care services, or providing Account Receivables/Bad Debt collections services.

Recommendation

The Revenue Cycle Department has determined that it is in the best interest of the Trust to enter into an initial three-year agreement with the awarded vendors. Awarding these contracts under this RFP will benefit the Trust as we contract with firms as an extension of our Business Office. These are qualified firms with knowledge and experience in collecting payments from insurances and patients for patient care services, or Accounts Receivable/Bad Debt collections. The services solicited under this RFP include Early Out Self Pay Collections, Primary Bad Debt Collections, Secondary Bad Debt Collections, Early Out Insurance Collections, Out of State Medicaid Collections, International Collections, Denials Recovery Collections, Underpayment Collections, and Legal Services Collections.

These contracts will benefit the Trust by:

1. Maximizing collections of third party and/or unidentified (self-pay or charity) insurances;
2. Increasing cash collections while reducing denials;
3. Reporting and tracking capabilities;
4. Identifying denial and recovery trends;
5. Utilizing latest industry technology and reporting standards.

On September 1, 2023, the Cone of Silence was lifted and the five-day protest period commenced. A bid protest was filed on September 8, 2023 by Hollis Cobb Associates ("HCA"). Procurement Management, in collaboration with the County Attorney's Office, carefully reviewed the RFP File, inclusive of the RFP documents, the proposal received, the non-responsiveness opinion and the recommendation to award.

After careful review of the Protest and RFP file, it has been concluded that a hearing is not appropriate to address the issues raised in the protest. HCA's bid protest fails to present a ground for protest that even, if true, would be sufficient to disturb the award recommendation. A bid protest may only be sustained if the Trust acted "fraudulently, arbitrarily, illegally, or dishonestly" in recommending a vendor for award. *Dep't of Transp. V. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988). Here, the Public Heath Trust of Miami-Dade County (the "Trust") properly deemed HCA non-responsive, because HCA simply did not submit rates for the option-to-renew periods. In doing so, the Trust did not act fraudulently, arbitrarily, illegally or dishonestly.

HCA failed to submit a bid responsive to all published requirements. In general, a bid may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. The determination of whether a variance or irregularity is minor is fact specific and may differ from bid to bid. Florida courts have used a two-part test to determine if a specific noncompliance in a bid would constitute a substantial and, thus, non-waivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a proposer in a position of advantage over other proposers. HCA's failure to provide a response to Section 3.5, OTR pricing, is a material deviation from the specifications of the RFP that would deprive the Trust of any assurance that HCA would continue performing services during the Contract option-to-renew periods and at what rates. Section 3.5, Option to Renew, is a required submission that provides the Trust the discretion to extend the Contract for additional periods at its sole discretion. The other proposers provided the Trust with rates for the option-to-renew periods. HCA did not. HCA's failure prevented the Trust from making an apples to apples comparison amongst all proposers. Additionally, the argument set forth by HCA's protest, that the selection committee could have asked for additional information after HCA's submission, is contrary to the RFP terms which deems such a proposal incomplete at the time of submission and, therefore, ineligible for consideration by the Evaluation and Selection Committee. HCA would be provided an unfair competitive advantage if permitted to provide its option to renew pricing after all proposals have been opened and the company had the opportunity to review its competitors' prices.

The Chief Procurement Officer, in conjunction with the President and CEO and the County Attorney's Office, has concluded that the conduct of a hearing is not appropriate to the resolution of issues raised in the protest. Therefore, it is recommended that the PHT Board of Trustees deny the bid protest submitted by HCA and moves forward with the competitive award for Collection Agency Services, as outlined in this agenda.

The Contracts have varying notice periods relative to the termination for convenience and include UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

The Contracts were reviewed and approved by the County Attorney's Office for legal sufficiency and by Risk as to Insurance and Indemnification.

This procurement has been thoroughly reviewed for potential SBE participation. A 15% SBE subcontracting goal was applicable to each solicitation. Change Healthcare (4 points) and RTR Financial (9 points) are the only two firms who received evaluation points pursuant to the SBW Subcontracting Goal allotted for in the RFP. All vendors are aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In accordance with our Contractor Due Diligence review, the recommended awardees have provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust (**M. Torres).**

SECTION III. AWARDS UNDER THE COMPETITIVELY SOLICITED CONTRACTS OF OTHER PUBLIC PROCUREMENT ENTITIES

This section consists of awards over $3,000,000 under competitively solicited ("ITB," "RFP" or equivalent) contracts of other public and nonprofit entities.

No items to report.

SECTION IV. AWARDS UNDER GROUP PURCHASING ORGANIZATION ("GPO") CONTRACTS

This section consists of awards over $3,000,000 under Group Purchasing Organization ("GPO") contracts. GPOs are organizations that aggregate the purchasing volume of their members consisting of hospitals and other health care providers to leverage discounts with manufacturers, distributors and other vendors to realize administrative savings and efficiencies. The Trust's GPO is Vizient.

2. (2440247, 2422578, 2421796, 2419816-JM) The Perioperative Services Department requests a contract award to Wright Medical Technology, Inc., a wholly-owned subsidiary of Howmedica Osteonics Corp. ("Stryker"), for a period of three (3) years, accessing its competitively awarded Vizient Contract MS7501 for the continued provision, to Jackson Health System, of Trauma Foot and Ankle Orthopedics consumables and related accessories (ongoing purchase).

Wright Medical Technology, Inc.:

This Request for Funding: **$5,908,219**
(Cost Not-to Exceed)

Background

Wright Medical Technology, Inc., a wholly-owned subsidiary of Howmedica Osteonics Corp. ("Stryker"), will continue to provide the Trust with Trauma Foot and Ankle consumables and related accessories, accessing its competitively awarded Vizient Contract MS7501.

Stryker is dedicated to helping foot and ankle surgeons treat their patients more efficiently while enhancing patient care and the overall healthcare experience. Stryker offers a diverse array of advanced medical technologies and a comprehensive portfolio of products, such as, the AxSOS 3 Ankle Fusion System designed to fit. From population-based plate designs, to streamlined instrumentation, every feature was thoughtfully designed to fit patient needs. The Ortholoc 2 Jones fracture system is specifically designed for treatment of Jones Fractures. The chamfered and headless implants afford surgeons a system with a reinvented head profile, dual headless compression, and type II anodized titanium alloy material.

In explaining the benefits of this purchase, the Perioperative Services Department has offered that Wright Medical, now part of Stryker Orthopedics, contributes significantly to the field of orthopedics by specializing in foot and ankle orthopedics products used to treat conditions ranging from degenerative joint diseases to traumatic injuries. Wright Medical provides a comprehensive range of orthopedic products, including screws, nails, pins, and plates used in various surgical applications, from fracture fixation to joint reconstruction. Jackson Health System mainly utilizes these products in Orif Ankle, Orif Tibia Plateau, and IM Nail Femur procedures.

Recommendation

The Perioperative Services Department has determined that it would be in the Trust's best interest to continue procuring Wright Medical Foot and Ankle Orthopedics consumables and related accessories for a period of three years.

This procurement has been reviewed for SBE participation. The orthopedic products purchased under this agreement are provided from the original equipment manufacturer, Wright Medical Technology/Stryker. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. Wright Medical Technology/Stryker is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

ECRI has reported that Wright Medical Technology, Inc. has provided a competitive offer to the Trust.

The contract was reviewed and approved by Risk Management as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The OIG fees are provided as deductions on the invoices. The UAP fee will be provided as a quarterly rebate.

In providing an evaluation of the vendor's performance, The Perioperative Services Department has reported the following:

- The vendor's average turnaround time of goods/services delivery meets standards
- The vendor's deliverables meet contract requirements
- The vendor's responsiveness to safety issues and safety standards meets standards.

In accordance with our Contractor Due Diligence review, Wright Medical Technology, Inc. has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

Conflict of Interest Forms were received by Giselle Hernandez MD, Orthopedic Surgery, UM Health; Shawn Boomsman MD, Orthopedic Surgery, UM Health; Mario Cala, MD, Podiatrist, Foot and Ankle Surgeon, JNMC, and Jacqueline Brill, DPM. Podiatrist Medicine, JMH. **(M. Severe, B. Rodriguez, H. Clark, E. Borrego).**

SECTION V. AWARDS UNDER A WAIVER OF FORMAL COMPETITION

This section consists of awards over $250,000 without the formal solicitation of competitive bids or proposals. All award recommendations in this section have the approval of the President, are based on a finding that the waiver of competitive bidding is in the best interests of the Public Health Trust, and require a two-thirds affirmative vote of the Trustees present for approval.

A. Sole Source

Staff requests a waiver of formal competition for the contract items listed in this category because only one supplier exists for the required product/service.

3. (2420023 - LK) The Pharmacy Department is requesting approval to enter into a new five (5) year Agreement with ProHealth Pharmacy Solutions, LLC ("PPS") for home infusion services (new purchase).

ProHealth Pharmacy Solutions, LLC:

This Request for Funding: **$8,664,906**
(For Five Years)

Background

PPS has developed substantial experience and expertise in providing operational support, including clinical, reimbursement, and technical support to home infusion pharmacy providers offering ancillary services, such as those offered by Jackson Health System. PPS will administer certain administrative functions of the home infusion pharmacy services. Currently, patients who are discharged with Home Infusion orders are served by outside vendors. This would be a new business line and revenue for the Health System. It includes unfunded patients that currently have a level of pharmacy management on a case by case basis to optimize therapy. Pharmacy's plan is to stand up a Home Infusion Pharmacy to serve these patients and any of the patients being discharged with Home Infusion orders. Pharmacy will work with ProHealth. The vendor will provide back-office services to support the Jackson Home Infusion Pharmacy (JHIP), This Home Infusion pharmacy will use existing IV Room infrastructure at Jackson Memorial Hospital for drug mixing, picking and packing, and delivery preparation. The ProHealth services include 24-hour call, Home Nurse care management and coordination, Revenue Cycle management, Managed Care contracting support, and accreditation support. The vendor is paid based on collected revenue minus bad debt as outlined below:

The Trust will pay PPS as follows:

1. Implementation and Set-Up (First Installment): Fifty Thousand Dollars ($50,000) upon the execution of the agreement.

2. Implementation and Set-Up (Second Installment): Fifty Thousand Dollars ($50,000) upon the acceptance of the first patient for the Home Infusion Pharmacy Services.

3. On-Going Support Fee: Beginning in the month in which the first patient has been accepted for Home Infusion Service:

- Traditional Home Infusion Fee: Twenty-Five and one-half percent (25.5%) of the Home Infusion Business Net Revenue (Collected Revenue) generated per month.
- Specialty Home Infusion Fee: Fifteen and one-half percent (15.5%) of Home Infusion Net Revenue (Collected Revenue) generated per month.
- Alternative Minimum Fee. If the fees calculated under Sections 3.1 and 3.2 above total less than $25,000 in any month, that month's home infusion support fee will be an alternative minimum fee of $25,500.
- Zero-Revenue Patient Fee. A $250 fee will be applied for each zero-revenue patient (e.g., those with free drug programs, charity care patients) upon admission.

The anticipated cash flow for Infusion Services is listed below:

Anticipated Annual Cash Flow

Jackson Health

	0.2303	*0.2199*	*0.2164*	*0.2126*	*0.2123*	
Revenue Cash	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
Net Revenue	2,218,622	5,113,170	8,353,322	10,638,113	12,859,623	26,323,227
Cost of Goods Sold	1,338,458	2,852,306	4,546,485	5,664,092	6,792,591	14,401,342
Gross Margin	**880,164**	**2,260,863**	**3,806,837**	**4,974,021**	**6,067,032**	**11,921,885**
Expense Cash						
Automobile/Courier	22,550	54,758	96,130	130,587	170,006	304,025
Capital Outlay Year 1	427,734					427,734
EquipmentRent @1%NetRevenue	19,681	42,990	68,863	86,263	103,587	321,384
Outside Services	510,955	1,124,255	1,807,878	2,261,530	2,729,552	8,434,171
Payroll	216,888	400,412	426,724	489,576	675,651	2,209,251
Other G&A	65,604	143,301	203,496	231,612	276,232	920,245
Total General & Administrative	**1,263,413**	**1,765,716**	**2,603,092**	**3,199,568**	**3,955,028**	**12,786,816**
Net Cash Flow	**-383,249**	**495,148**	**1,203,745**	**1,774,453**	**2,112,005**	**5,202,102**

This funding request for $8,664,906 represents funding required for the initial five (5) year term for infusion services.

Recommendation

The Pharmacy Department has determined that it would be in the best interest of the Trust to enter into the new agreement with ProHealth Pharmacy Solutions, LLC for infusion services.

This contract can be terminated for convenience with a ninety (90) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

This procurement has been thoroughly reviewed for potential SBE participation. The pharmaceutical services provided under this agreement will be performed by ProHealth Pharmacy Solutions employees. The vendor does not subcontract any of its services. The opportunity to include an SBE partner is not available for this service activity. ProHealth Pharmacy Solutions is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In keeping with the Trust's goals related to its Environmentally Preferred Sourcing Program and overall sustainability objectives, the products and services have been identified to have environmentally preferred attributes. PPS is aware the health of their communities, colleagues, customers and partners depends on a commitment to sustainability. The company looks for ways to help reduce greenhouse gas (GHG) emissions, reduce landfill burden, conserve water and design products, services and solutions that help lessen environmental impact. PPS continues to measure and manage their impact, constantly pursuing opportunities for improvement. PPS is achieving real results in an effort to address the risks of climate change.

In accordance with our Contractor Due Diligence review, PPS has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Keith Fricker, Assistant Director of Pharmacy; and, Keith Crawford, President, ProHealth Pharmacy Solutions, with no reported disclosures. **(V. Goodnow)**

4. (PB-23-22640-SW) Jackson Memorial Hospital Department of Engineering Services is requesting continued contracting with Otis Elevator Company ("Otis"), the Original Equipment Manufacturer ("OEM") of record, for the continued provision of proprietary elevator maintenance and repairs to cover twenty-three (23) elevators at Jackson Memorial Hospital (JMH) (ongoing purchase).

Otis Elevator Company:	
This Request for Ongoing Maintenance Funding:	$1,292,328 (For Thirty-Six Months)
	$160,000 (As Needed)
Total Request for Funding:	**$1,452,328**

Background

The Trust has been utilizing the Otis Elevator Corporation Miami-Dade County (MDC) Sole Source Contract, #SS4416-15/25, for Elevator and Escalator Maintenance and Repair Services since 2015. The Engineering Services Department of Jackson Memorial has been accessing this Contract for elevator maintenance services. In addition to covering equipment maintenance services and repairs from the original equipment manufacturer, the Otis MDC Contract stipulates that all services procured under this Contract must be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA). Jackson Health System receives the support of MDC Office of Elevator Safety in ensuring that the contractor promptly corrects all deficiencies or defects in any work that fails to conform to the contract terms. There are established deliverables by, and consequences for, Otis, such as bearing all costs of correcting any rejected work. Another benefit of the Otis MDC Contract for elevator maintenance and repair services is the provision requiring all contractors to be duly licensed in their respective areas of expertise prior to performing services under the MDC contract.

Otis Elevator Corporation has equipment properties and software programming unique to its manufacturer standards. In order to continue the maintenance and repairs for each Otis elevator and to ensure all of the units operate reliably, the Department of Engineering and Plant Operations at Jackson Memorial has determined that it would be best to maintain a sole source elevator maintenance and repair contract with Otis, the original equipment manufacturer, by accessing the MDC Contract #SS4416-15/25. The Otis elevator maintenance and repair Contract was procured under the expertise of Miami-Dade County's Office of Elevator Safety by and through the Internal Services Department ("ISD"). As an annual requirement of the Contract, the Office of Elevator Safety (OES) reviews every proposal submitted by Otis to Engineering Services and approves them before Procurement issues a P.O. Also, the Office of Elevator Safety meets with Engineering Services regularly to discuss elevator service and status of repairs. In addition, OES surveys the physical equipment when deemed necessary. During fiscal year 2022 - 2023, the Office of Elevator Safety, conducted this due diligence in reviewing the procurement of services rendered to JHS' elevator equipment so as to ensure the equipment is being properly maintained for public safety.

Relative to this request for continued contracting with Otis, Miami-Dade County's ISD submitted price revisions for ongoing maintenance under Otis contract #SS4416-15/25-3 at $35,898per month for the Jackson Memorial units. This amount was deemed fair, reasonable, and consistent with the rates and contract criteria previously established between Otis and Miami-Dade County.

Recommendation

During fiscal year 2022-2023, Engineering Services reported that Otis met requirements in key areas of contractor services such as competency, emergency responsiveness and safety standards. Continued ongoing maintenance and repair services are needed for the Otis elevators to ensure patient and employee safety at Jackson Memorial. Therefore, approval is requested for up to 36 months' service, at $35,898 per month for the not-to-exceed spend of $1,292,328, accessing Otis Elevator's Miami-Dade County ISD Sole Source Contract #SS4416-15/25-3. The necessary ongoing consistent use of the elevators on the JMH campus requires the continuing upkeep of maintenance and repairs for several elevators on campus. Funding in an amount not-to-exceed $160,000 is also being requested to cover future miscellaneous repairs not covered under Otis' preventative maintenance program at Jackson Memorial.

The total amount of $1,452,328 ($1,292,328 + $160,000) being requested will cover the maintenance and repairs to keep the elevators functioning effectively and efficiently. Miami-Dade County's Office of Elevator Safety carefully reviews, evaluates, negotiates, and approves Otis repair proposals in order to ensure cost reasonableness and contract compliance. ISD will also monitor and administer field work, as well as review and approve invoices in order to ensure that authorized work is completed in accordance with the Contract.

This Contract can be terminated for convenience with a thirty (30) calendar-days notice and includes Miami-Dade County UAP and OIG provisions. The Miami-Dade County UAP and OIG fees are taken as deductions on the invoices.

Miami-Dade County Otis Contract #SS4416-15/25-3 is approved with a 'No Measure' for SBE.

In providing a statement in line with the Trust's initiatives for Environmental Responsibility, Otis has offered the following: "In addition to innovating smarter, more sustainable and efficient technologies for our customers, Otis is focused on improving sustainability across our operations. Our goals guide our energy, emissions and waste-reduction initiatives and support our facilities' progress toward certification for best-practice environmental, health and safety standards. Environmental Product Declarations (EPDs) help our customers choose sustainable products for their buildings. We are steadfast in achieving our ESG goals in four key pillars: Environment & Impact, Health & Safety, People & Community, and Governance & Accountability. As part of our focus on Environment & Impact, we are committed to registering and publishing Environmental Product Declarations for our next-generation elevator and escalator product platforms in accordance with ISO 14025 – the international standard driving criteria for environmental product declarations. A cornerstone of our factory emission reduction program is the implementation of energy best management practices. These include: • Upgrading lighting to high-efficiency LEDs • Upgrading HVAC (heating, ventilation and air conditioning) and boiler equipment • Upgrading building material insulation and altering external airflow • Optimizing machinery use and shutdown time • Adding building automation to use energy only when needed. As we help the world's cities grow and people move, we are committed to managing our impact on the environment. We are reducing our emissions by measuring and managing the environmental impact of our products and operations, including our factories, real estate and fleet. A roadmap is in place to continue our progress in making positive impacts across our value chain."

In providing an evaluation of the vendor's performance, Engineering Services has reported the following:

- The average turnaround time of goods/services delivery meets standard.
- The competencies of contracted staff meet standard.
- The effectiveness of on-site management, including management of subcontractors, meets standard.
- The ability to successfully respond to emergency situations meets standard.
- The responsiveness to safety issues and safety standards also meets standard.

In accordance with the Contractor Due Diligence review, Otis Elevator Corporation has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver/Sole Source Justification has been provided and a Conflict of Interest Declarations have been signed by Richard Gamble, Director of Engineering, Jackson Memorial Department of Engineering and Plant Operations and by Bernie Adair, Repair Sales Manager of Otis Elevator Corporation, with no reported disclosures **(L. Marin**).

5. (2322641-SW) Jackson Memorial Hospital ("JMH"), Engineering Services, in collaboration with the Procurement Management Department (PMD), requests the approval of funds to award a contract to TK Elevator, the Original Equipment Manufacturer ("OEM") of Record, pursuant to the terms of Miami- Dade County contract #SS1243-3/24-3 to complete the modernization of two (2) TK elevators located in the East Tower and ACC East Buildings (ongoing purchase).

TK Elevator:

This Request for Funding: **$454,641**
(Cost Not-to-Exceed)

Background

The TK Elevator unit, #ET-108, in East Tower, and unit #AE-34, in ACC East Building, provide transportation of patients, visitors, and Jackson Memorial Hospital (JMH) staff members to 7 floors, 24 hours per day, and 7 days per week. Therefore, it is important that these units consistently operate in a safe, reliable, and efficient manner. The units, including the machine room regulating them, have been in operation for many years; and, therefore, they are due to be modernized. This will entail upgrading some components and replacing other parts. Since 2014, Engineering Services, along with Facilities, Design and Construction, have procured numerous elevator modernization services for multiple units campus-wide, utilizing awarded Spot Market Request for Quotes issued by PMD.

As a result of consulting with Gregory Perello, Elevator Contract Specialist, of the Office of Elevator Safety of Miami-Dade County/Internal Services Department, the elevator modernizations will be procured from TK Elevator, accessing its Miami-Dade Sole Source Contract, in the requested not-to-exceed amount of $454,641. **The modernization proposal and dollars have been thoroughly reviewed and approved by the Office of Elevator Safety of Miami-Dade County. The pricing is per the terms of Miami- Dade County TK Elevator OEM Contract #SS1243-3/24-3. TK Elevator is also the original equipment manufacturer (OEM) for the TK elevator units on the JHS Hospital campuses.** TK Elevator systems have equipment properties and software programming different from those of other manufacturers, such as Schindler and Otis; therefore, it is important that the TK elevators are maintained and modernized by the OEM. For this reason, Miami-Dade County awarded Sole Source Contract #SS1243-3/24-3 to TK Elevator for the maintenance, modernization, and repairs of its TK Elevator units. TK Elevator has maintained successful operation of its elevator equipment on the JMH Main campus for many years.

Recommendation

To satisfy the urgent need to modernize the equipment, Engineering Services, in collaboration with Procurement Management, has determined that it would be in the Trust's best interest to access TK Elevator's Miami-Dade County Internal Services Department Sole Source Contract SS1243-3/24-3 for approval of the not-to-exceed amount of $454,641 to effect the modernization of the two units.

Services include, but are not limited to, the installation of new controllers and drive systems, refurbishing machines and providing remote monitoring services. In addition, car fixtures and hallway fixtures will be upgraded. The amount requested also includes "work by others" (code- required work outside the scope of the elevator service company), such as, fire alarm, and general contracting. This contract has provisions to ensure that TK Elevators satisfactorily performs the services required by JMH. Miami-Dade County's Office of Elevator Safety will provide support to ensure vendor's compliance with the terms of Contract # SS1243-3/24-3, as well as oversight of "work by others," to ensure code compliance.

In providing a statement in line with the Trust's initiatives for Environmental Responsibility, TK Elevator has offered the following: "At TK Elevator, sustainability is built into the company's fabric and geared to creating value for all of our stakeholders while positively impacting the environment and the communities in which we operate. Whilst increasing eco-efficiency within our products, we are likewise taking further action to reduce emissions within our operations. As of today, we have lowered our scope 1 and 2 emissions by 21% compared to our base year (2019) and we are further executing on our de-carbonization roadmap to deliver on our net zero commitment by 2050 at the latest."

The Contract can be terminated for convenience with a thirty (30) calendar- day notice and includes Miami-Dade County UAP and OIG fees. The Miami-Dade County UAP and OIG fees are taken as deductions on the invoices.

Miami-Dade County TK Elevator Contract #SS1243-3/24-3 is approved with a 'No Measure' for SBE.

In providing an evaluation of the vendor's performance. Engineering Services has reported the following:

- The average turnaround time of goods/services delivery meets standard.
- The competencies of contracted staff meet standard.
- The effectiveness of on-site management, including management of subcontractors, meets standard.
- The ability to successfully respond to emergency situations meets standard.
- The responsiveness to safety issues and safety standards also meets standard.

In accordance with JHS' Contractor Due Diligence review, TK Elevator provided a Sworn/Notarized Statement to the Trust's Procurement Management Department identifying: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submitted to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations have been signed by Richard Gamble, Director of Engineering Services, JHS, and by William Rosales, TK Senior Sales Executive, with no reported disclosures **(L. Marin**).

B. Physician's Preference

Staff requests a waiver of formal competition for the contract items listed in this category because a physician and a clinician have requested the particular item, without which the physician and clinician cannot successfully and safely render patient care.

No items to report.

C. Standardization

Items in this category have been established as the Trust standard.

6. (2438229, 2419823, 2421904, 2423287-JM) The Perioperative Services Departments request approval to extend the term of Contract BW 22-21331-JM, with Agiliti Surgical, Inc., for the continued provision of Surgical Laser Rental and Services to Jackson Health System (ongoing purchase).

Agiliti Surgical, Inc.:

Previously approved amount: (Under CPO delegated authority)	$242,000 (For One Year)
This Request for Funding:	**$1,281,694** **(For Two Years)**

Background

In June 9, 2023, a non-competitive contract was awarded to Agiliti Surgical, Inc., in the amount of $242,000, for an initial one-year term under CPO Delegated authority, to provide to the Trust Surgical Laser Rental and Services needed to treat benign prostatic obstruction. This contract accesses the non-competitive awarded Vizient Agreement SV1830.

This request, in the amount of $1,281,694 will extend the contract through June 8, 2026 to cover the cost of an additional two years for a total three-year term and will cover past due balances in the amount of $267,621.86. By awarding the contract for an initial one year in June 2023, the Trust was able to lock in prices for a three-year term through May 31, 2026 and cover some past due balances from 2022.

Agiliti surgical equipment and lasers are rented to complete greenlight laser vaporization, which is used to treat benign prostatic obstruction. The holmium laser is rented for enucleation of the prostate, in which the laser is used to remove tissue that is blocking urine flow through the prostate.

In providing a statement on the benefit, to the Trust, of this procurement, the Perioperative Service Departments have offered that Agiliti's large inventory provides JMH access to a wide variety of available equipment. They have sourcing

capabilities from over 200 manufacturers and deliver specific models of equipment that staff already know and trust. Agiliti meets the Health System's short-term equipment needs. They also provide certified technicians, alleviating the need to onboard employees and maintain certifications.

Recommendation
In light of the forgoing, the Perioperative Services Department has determined that it would be in the Trust's best interest to extend the contract with Agiliti Surgical, Inc., for the continued provision of its Surgical Laser rental and services through May 31, 2026.

This procurement has been thoroughly reviewed for potential SBE participation. The laser services provided under this agreement will be performed by Agiliti employees. The vendor does not subcontract any of its services. The opportunity to include an SBE partner is not available for this service activity. Agiliti is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In addressing Environmental responsibility in line with the Trust's Environmentally responsible initiatives, Agiliti has offered the following:

"CLIMATE AND ENERGY MANAGEMENT. In our effort to address climate change, it is essential that we do our part in the industry to ensure a healthier planet for generations to come. Our business is driven by our dedication to continuous improvement and to driving efficiencies throughout our operations. Across our value chain, we look for ways to manage and reduce our energy consumption and associated greenhouse gas (GHG) emissions through the following initiatives: • We manage our facilities and our fleet vehicles always seeking opportunities to reduce energy consumption and improve efficiency. By monitoring our vehicles through telematics and implementing safe driving policies, we have significantly reduced our vehicle energy consumption and carbon intensity. • We also work with our warehouse partners to realize energy savings whenever possible, including, for example, those based on the ongoing installation of energy-efficient LED lighting and insulation enhancements in our facilities. • We commit to work that will help us reduce energy intensities over time and reporting our energy consumption impacts annually. As part of our climate strategy in 2022, we partnered with a third-party assurance provider to quantify and validate our Scope 1 and Scope 2 GHG emissions inventory. We have approximately 218 operational buildings and facilities that make up our carbon footprint in the United States. We used an operational control approach to set inventory boundaries where facilities are not wholly owned by Agiliti. Data estimations consistent with the Greenhouse Gas Protocol (GHGP) and U.S. Environmental Protection Agency (EPA) guidelines were used for simplifying our carbon footprint based on this method. We are in the process of conducting a Scope 3 screening to enhance our data collection processes in preparation for increased regulatory requirements. As our business grows, we will continue to measure and manage our climate and energy impact, pursue opportunities for improvements, and aim to achieve operational results that benefit our communities and the environment."

In accordance with JHS' Contractor Due Diligence review, Agiliti Surgical, Inc., has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

In providing an evaluation of the vendor's performance during the current contract year, the Perioperative Services Department has reported the following:

- The average turnaround time of goods delivered meets the required standard.
- Ability to successfully respond to emergency situations meets standards.
- Responsiveness to safety issues and safety meets standards.

The underlying contract was reviewed and approved by Risk Management as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This underlying contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Oscar Betancourt, VP, Jackson Memorial Hospital; Patricia Plair, CFO, Jackson Memorial Hospital; Sunitha Abraham, Sr. Director of Perioperative Services, Jackson Memorial Hospital; Alejandro Cid, Director Business Operations PeriOperative Services, JMH, Susan Chediak, Director Perioperative Services Department, Jackson West Medical Center; Ariel Kaufman MD,

Urology, Jackson Health System; Esteban Humeniuk, Associate CNO JSMC, Jackson South Medical Center; Milaydi Hernandez, Nurse OR Administration, Jackson South Medical Center; and Matthew McCabe, SVP Finance, Agiliti Surgical, Inc., with no reported disclosures **(B. Rodriguez, H. Clark, E. Borrego, M.S. Severe)**

7. (2243618, 2449004-JR) The Cardiovascular Service Departments, Jackson Memorial Hospital ("JMH") and Jackson North Medical Center ("JNMC"), request a contract award to Biosense Webster, Inc. a Division of Johnson & Johnson Inc., for a period of three (3) years for the purchase of its Carto 3 Equipment & Software, and Service maintenance (new purchase for JNMC, ongoing purchase for JMH).

Biosense Webster, Inc., a Division of Johnson & Johnson, Inc.:

This Request for Funding: **1,095,015**
(For Three Years)

Background
Biosense Webster, Inc. a Division of Johnson & Johnson Inc. ("J&J"), will continue to provide the Trust with Carto 3 Equipment & Software, and Service. The CARTO® 3 System is an advanced 3D mapping system with integration, scalability, and insights, supporting EPs Electro Physiological cases in making optimal treatment decisions. CARTO® is a special 3D electro-anatomical reconstruction system that allows navigation inside the cardiac chambers in real-time, without fluoroscopy, and with great precision. It is an equipment used to treat patients with different types of cardiac arrhythmia.

Jackson North Medical Center currently does not have an ablation system. In order to properly and safety treat patients with certain arrhythmias, they need to purchase the Carto 3 Equipment & Software, and Service with maintenance subscription. The service Agreement will cover service and maintenance for the CARTO® 3 System, Smart Ablate System, Smart Ablate Remote Control & Irrigation Pump.

Jackson Memorial Hospital currently has CARTO® equipment on location; this request for JHS is to renew CARTO® 3 System Service and maintenance subscription. The service agreement will cover service and maintenance for the CARTO® 3 System, Smart Ablate System, Smart Ablate Remote Control & Irrigation Pump.

In providing a statement on the benefit, to the Trust, of this procurement, the Cardiovascular Service Departments have offered that we would benefit in purchasing the ablation system to provide service in a safe and accurate manner. The CARTO system, is a special 3D electro-anatomical reconstruction system that allows navigation inside the cardiac chambers in real-time, without fluoroscopy, and with great precision. It is an equipment used to treat patients with different types of cardiac arrhythmias. Jackson North Medical Center currently does not have an ablation system. In order to properly and safely treat patients with certain arrhythmias they would need a system that will allow them to visualize the origin of the arrhythmia and to treat precisely.

Recommendation
The Cardiovascular Service Department, Jackson Memorial Hospital ("JMH") and Jackson North Medical Center ("JNMC") recommends a product standardization award to Biosense Webster, Inc., a Division of Johnson & Johnson Inc., for a period of three (3) years for the purchase of its Carto 3 Equipment & Software, and Service maintenance. Negotiations with vendor resulted in the Trust achieving a total cost savings of $235,399.93 during contract term.

ECRI has reported that Biosense Webster, Inc. has provided a competitive offer to the Trust.

This procurement has been reviewed for SBE participation. The specialized Carto equipment, software and maintenance service purchased under this agreement are provided from the original equipment manufacturer, Biosense Webster of Johnson & Johnson. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. Biosense Webster is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

The contract was reviewed and approved by Risk Management as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

In accordance with our Contractor Due Diligence review, Biosense Webster, Inc., has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Karla Barreto, Nurse Manager, Jackson North Medical Center; Ryan Hawkins, VP Jackson North Medical Center; Julie Dircks, CFO Jackson North Medical Center; Alejandro Cid, Director of Business Operations, Jackson Memorial Hospital; Josen Thomas, Director of Cardiovascular Department, Jackson Memorial Hospital; Oscar Betancourt, VP, Jackson Memorial Hospital; Patricia Plair, CFO, Jackson Memorial Hospital and Jeffrey Skribner, Contract Manager, Biosense (J&J) with no reported disclosures. **(H. Clark/M. S Severe)**

Non-Competitive Cooperative Purchasing
This subsection consists of awards under the contracts of other public entities that were not competitively solicited.

No items to report.

D. Miscellaneous Bid Waiver
This subsection consists of awards not falling in the other categories of waiver of formal competition but where waiver is deemed to be in the best interests of the Trust.

8. (2425878, 2439735 - GP) Jackson Health System's Miami Transplant Institute (MTI) is requesting the approval to purchase OrganOx Inc.'s Liver Perfusion Services and Equipment, the OrganOx Metra for a period of two (2) years **(**new purchase).

OrganOx, Inc.:

This Request for Funding: **$1,600,200**
(For Two Years)

Background
The Miami Transplant Institute (MTI) is requesting approval to purchase Liver Perfusion Services, which includes the equipment, from OrganOx, Inc. over a two-year period. This service provides machinery used to perfuse donor livers with oxygenated blood, medications and nutrients at normal body temperatures in order to preserve the function of the donor organs and assess organ quality prior to transplant. This machine will improve patient outcomes, as it allows surgeons not only to assess the function of donor organs prior to transplantation; but, this assessment will contribute significantly to reducing early transplant dysfunction allowing the medical team the opportunity to decline transplanting the organ if the quality is shown not to t be suitable for transplant. Without this machine, it is much more difficult for the surgeon to ascertain suitability of an organ prior to transplantation.

Miami Transplant Institute (MTI) participated in a clinical research study while this machine was undergoing FDA approval. Use of this equipment, since FDA approval, has clinically improved liver transplant outcomes. UM/MTI Transplant surgeons and MTI organ procurement staff has already been trained in the use of this machine as part of the clinical research study. The Metra offers clinicians more time to plan and prepare liver transplant surgery without compromising patient outcomes· OrganOx Metra enables clinicians' functional assessment of donor livers, resulting in increased utilization. With the use of the OrganOx Metra, the donor liver is perfused with oxygenated blood, medications and nutrients at normal body temperature and near physiological pressures and flows, continuously. This system is fully automated, easy-to-use and preserves the donor organ in a functional state for up to 24 hours.

ECRI reported that they have no comparison data for pricing/savings recommendation. Nonetheless, Procurement Management reached out to vendor with a view to securing reduced pricing. However, vendor advised that they do not provide discounts of any sort. There is only one other device similar to the OrganOx; in securing a quote, pricing was double of the quoted price from OrganOx.

Recommendation
The Organ Transplant Department has determined it would be in the best interest of the Trust to purchase the Liver Perfusion Services and Equipment from OrganOx, Inc. for a 2-year term during which time arrangements will be made to continue service.

In providing an evaluation of the vendor's performance during the current contract, the Pharmacy Department has reported the following:

- The average turnaround time of services delivery meets established standards.
- The competencies of contracted staff meet established standards.
- The vendor's deliverables meet contract-established standards.

This procurement has been reviewed for SBE participation. The medical equipment products purchased under this agreement are provided from the original equipment manufacturer, OrganOx Limited. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. OrganOx Limited is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In accordance with JHS' Contractor Due Diligence review, OrganOx, Inc. has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Rachel De Pons, Manager, Organ Placement and Preservation, MTI; Rodrigo Vianna, MD, Director of Transplant Services, MTI and Rupa Basu, President of North America for OrganOx, Inc. with no reported disclosures **(L. Preczewski).**

9. (2421512-GB) The Adult Dialysis Department at Jackson Memorial Hospital is requesting approval for funding to purchase thirty (30) PrisMax V3 Control Units, ten (10) Warmer Holders, and ten (10) Thermaxs (new purchase).

Baxter Healthcare Corporation:

This Request for Funding: **$779,540**
(Cost Not-to-exceed)

Background

The PrisMax system is designed to provide individualized therapies for critically ill patients in the intensive care unit (ICU) and to give healthcare professionals more confidence in the delivery of continuous renal replacement therapy (CRRT) and therapeutic plasma exchange (TPE) therapies. Building on 20-plus years of critical-care expertise, the PrisMax system helps clinicians meet the evolving needs of their ICU to maximize therapy delivery and the quality of patient care now and in the future through enhanced simplicity, efficiency and accuracy. The PrisMax system builds on Baxter's commitment to safety, with integrated features that monitor therapy setup and delivery and may help reduce human error.

The PrisMax control unit is intended for:

- CRRT for patients weighing 20 kg or more with acute renal failure and/or fluid overload.
- TPE therapy for patients weighing 20 kg or more with diseases where removal of plasma components is indicated.

In explaining the benefits, to the Trust, of this procurement, The Adult Dialysis Department has offered that the PrisMax device is essentially a lifesaver for patients suffering from acute renal failure and/or fluid overload, offering a treatment known as Continuous Renal Replacement Therapy (CRRT). This continuous therapy is indispensable for those patients who can't withstand the rigors of traditional dialysis treatments. What makes PrisMax even more versatile is its ability to perform Therapeutic Plasma Exchange (TPE) therapy, which is beneficial for those suffering from diseases that call for fluid removal of plasma components. Bearing in mind that nearly 60% of adult ICU patients and 27% of children and young adults in ICU develop acute kidney injury (AKI), and the fact that the number of AKI cases treated with dialysis has more than doubled over the past decade, this device plays a critical role in patient care in intensive care units, including Jackson Memorial Hospital and Holtz Children's.

The ECRI benchmark price report indicates the prices quoted to the Trust on the PrisMax units and Warmer Holders are the lowest they have seen offered. Therefore, ECRI is unable to provide additional cost savings on these items. A value-add to this procurement is the training that is being included at no cost. Vendor has agreed to provide 40 business days of training for nurses in the department at cost savings of $100,000. A one-year warranty on the units is also included.

Baxter has advised Procurement that the pricing presented is the lowest pricing that the company can offer. The pricing reflects volume discounts and is presented as a total package.

In providing a statement in line with the Trust's environmentally responsible initiatives Baxter has offered that it agrees to comply with the provisions of the Environmental Protection Agency (EPA), as applicable to this Purchase Agreement and Environmentally Preferable ("Green") Procurement. Baxter will ensure, to the maximum extent economically feasible, the use of environmentally preferable products or services. This includes, but is not limited to, products that are durable, recyclable, reusable, readily biodegradable, energy efficient, made from recycled materials, and nontoxic, The company is committed to providing products and services on the basis of long-term environmental and operating costs. Baxter has also offered that, through sustainable design, the company minimizes environmental impact and capture more value from the natural resources used to manufacture, transport, use and recover its products. To support these efforts, Baxter requires an EHS&S assessment during the development process for all new products. Materials use is a key driver of Baxter's environmental footprint; as such, the company works to reduce materials use in products without affecting efficacy, and to avoid or minimize materials of concern. Additionally, Baxter reduces materials use in packaging and always explores opportunities to substitute with environmentally preferable alternatives.

Recommendation
The Adult Dialysis Department at Jackson Main has determined that it is in the Trust's best interest to purchase the PrisMax Control Units with Baxter Healthcare Corporation via a bid waiver Contract.

This procurement has been reviewed for SBE participation. The dialysis consumables products purchased under this agreement are provided from the original equipment manufacturer, Baxter. The products are shipped directly to Jackson and the vendor does not subcontract services related to this purchase. The opportunity to include an SBE partner is not available for this product purchase. Baxter is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

The purchase includes the OIG and UAP fees. These fees are provided as deductions on the invoices.

In accordance with JHS' Contractor Due Diligence review, the equipment manufacturer, Baxter Healthcare Corporation, has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided by the Adult Dialysis Department at Jackson Main, and Conflict of Interest Declarations have been signed by Janette Weir, Nurse Manager, Jackson Main and by Janet McClain, Contract Analyst, Baxter Healthcare Corporation, with no reported disclosures **(O. Betancourt).**

10. **(2434608-JFJ**) The Biomedical Services Department, Jackson Memorial Hospital ("JMH"), requests a contract award to Huntington Technology Finance, Inc. ("Huntington") for the Fair Market Value ("FMV") capital buyout of Linet of America's ("Linet") medical bed frames and related accessories (ongoing purchase).

Huntington Technology Finance, Inc.:

This Request for Funding: **$1,114,030**
(Capital Purchase)

Background
In September of 2016, Jackson Memorial Hospital entered into a 5-year lease agreement for the financing of Linet's medical bed frames and related accessories. This effort supported standardization for this product category across the Jackson Memorial Medical Campus, and was in line with capital purchase efforts completed at Holtz Children Hospital and Jackson South Medical Center for these same items. Linet has been the standard provider of choice for bed frames, mattresses and related accessories for Jackson Health System since 2016.

This FMV Capital buy-out request will allow the Trust to acquire this equipment at a value less than its current market worth. **Per ECRI, the estimated market cost assessment for this equipment ranges from $1.8M-1.9M, providing the Trust with an estimated cost avoidance of $685K through this purchase. ECRI has concluded that Huntington provided a competitive FMV capital buyout quote offer to the Trust. The FMV for these items has been assessed at below market average price.**

This equipment is still functional and can continue to provide value to JMH's operations. By opting for this FMV buyout, JMH will benefit from the remaining useful life of these assets until a decision to replace or upgrade the beds is made.

Recommendation
In the best interest of the Trust, the Biomedical Services Department, Jackson Memorial Hospital, in conjunction with Administrative, Nursing, and Finance leadership from all three requesting facilitates recommends for the contract award, to Huntington, for the FMV capital buyout of Linet of America's ("Linet") medical bed frames, accessories, and related accessories.

In accordance with our Contractor Due Diligence review, Huntington has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust **(H. Clark).**

SECTION VI. OPTIONS-TO-RENEW AND CONTRACT MODIFICATIONS FOR CONTRACTS THAT WERE COMPETITIVELY SOLICITED

This section refers to existing contracts that were competitively bid ("ITB", "RFP", "GPO" or "Piggyback") at their origin and consists of either (a) the exercise of established options to renew or (b) the execution of contract modifications for which the Procurement Policy requires prior Board approval.

11. (2440259, 2421298, 2421421, 2421381, 2417939, 2417935, 2417941, 2417946, 2436010, 2417919 - LK) The Pharmacy Services Department is requesting approval of the first option to renew term for one year and additional funds to be added to the agreement pursuant to RFP No. 17-14088-LK with Cardinal Health 110, LLC for Pharmaceutical and Specialty Pharmaceutical Distribution Services (ongoing purchase).

Cardinal Health 110, LLC:

Previously Approved Funding:	$703,216,826 (For Five Years)
This Request for Funding:	**$196,933,920** **(For One Year)**
Total Approved Funding:	$ 900,150,746

Background
Jackson Health System's (JHS) Pharmacy Departments entered into an agreement with Cardinal Health 110, LLC from December 1, 2018 through November 30, 2023 for Pharmaceutical and Specialty Pharmaceutical Distribution Services to meet the needs of the Trust. The Agreement was awarded in the amount of $500M for the initial five-year term via Resolution No. PHT 10/2018-051 approved October 31, 2018. Additional dollars valued at $436,000 were added for Contrast Media for Jackson North Medical Center and Jackson South Medical Center approved May 31, 2019 under CPO delegated authority. A standing PO was established with Cardinal Health to facilitate orders for contrast items used by the Radiology Department.

Contrast purchase orders are sent to Cardinal through the JHS Infor system. Those purchase orders are created from either Optiplex, Omnicell, or RQC Infor Requisitions. As part of the Trust's standardization, all sites changed ordering platforms for Contrast and established a standing PO, transitioning the ordering process from Infor to Order Express, which now facilitates the ordering, receiving, and payment process to Cardinal.

An additional $2,725,000 was requested, subsequently, for Jackson South Medical Center and Jackson North Medical Center to support the expanding Pharmacy initiatives. $2M of the additional $2,725,000 was approved under the Chief Procurement Officer's delegated authority. The remaining $725,000 that was needed to cover these expanding Pharmacy initiatives was approved via Resolution No. PHT 02/2020-010 on February 20, 2020. Jackson West Medical Center (JWMC) was added to the Agreement, and an additional $154,787,673 was requested for other areas of the Trust and approved via Resolution No. PHT 04/2021-014 on April 27, 2021. Jackson Medical Group (JMG) locations were added to the Agreement in March 2022 and additional dollars were requested valued at $300,000, approved under Chief

Procurement Officer Authority. An additional $42,968,153 was approved via Resolution No. PHT 06/2022-030 for all areas where purchase order values reached a threshold of 30% or less. Additional funding valued at $2,000,000 was approved to be added to the Agreement under Chief Procurement authority for areas with less than 5% funding remaining in their Cardinal Health budget.

This funding request for $196,933,920 represents additional dollars for the first option to renew term of the competitive contract for a period of one (1) year based on the average monthly spend projected for this renewal term.

Recommendation
The Pharmacy Department, in conjunction with the Procurement Management Department, requests approval to exercise the first option to renew term. Pricing remains the same.

This underlying Contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The OIG fee is provided as a deduction on the invoices. The UAP fee is provided as an upfront discount for qualified purchases.

The underlying Contract has been approved by Risk as to insurance and liability and by the County Attorney's Office for legal sufficiency.

This procurement has been thoroughly reviewed for potential SBE participation. Contractor has agreed to engage Miami-Dade County SBE firms in the fulfillment of services during this contract period, as the opportunity presents.

In providing an evaluation of the vendor's performance, during the current contract term, the Pharmacy Department has reported the following:

- The average turnaround time of goods/services delivery meets standard
- The deliverables for contract requirements meet standard
- The ability to successfully respond to emergency situations meets standard
- The responsiveness to safety issues and safety standards meets standard

In keeping with the Trust's goals related to its Environmentally Preferred Sourcing Program and overall sustainability objectives, the products and services have been identified to have environmentally preferred attributes. Cardinal is aware the health of their communities, colleagues, customers and partners depends on a commitment to sustainability. The company looks for ways to help reduce greenhouse gas (GHG) emissions, reduce landfill burden, conserve water and design products, services and solutions that help lessen environmental impact. Cardinal continues to measure and manage their impact, constantly pursuing opportunities for improvement. The vendor is achieving real results in an effort to address the risks of climate change.

In accordance with our Contractor Due Diligence review, Cardinal has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust. **(V. Goodnow).**

12. (16-14204-JE) The Facilities, Design & Construction, and Engineering Departments request an increase to the maximum allowable amount of the Job Order Contract (JOC). The Services under this Agreement include Miscellaneous Construction of qualified general, electrical, mechanical, and roofing contractors to perform miscellaneous construction services on an as-needed basis throughout Jackson Health System's various locations. Contracts were initially awarded in January 2019 (ongoing purchase).

Job Order Contracts (JOC):

Previously Approved Funding:	$25,000,000
This Request for Construction Funding for Work Order:	**$20,000,000 (Cost Not-to-Exceed)**
Total Approved Funding:	$45,000,000.00 (Cost Not-to-Exceed)

Background

The JOC Contract Program is a competitively-bid, firm-fixed-price, indefinite-quantity Contract, which was awarded in January 2019. The Contract is currently in place through the end of 2023 and has one additional extension available through June of 2024. The work includes a collection of tasks and related specifications with pre-established unit prices. The Contracts have been utilized for repair, alteration, construction, maintenance, rehabilitation, demolition, and construction of infrastructure and buildings through individual Job Orders, accompanied by requisitions from the Facilities, Design & Construction, and Engineering Departments, issued under the Contracts as projects are identified. The Contracts and each related work order are managed by the Facilities, Design & Construction and Engineering Departments, respectively.

The contractors listed submitted bids for the multiple Contract Identifiers and were given the following unique Contract Identifiers:

- GC-01 – General Construction – Open Market 30% SBE-C: Small Business Contracting Goal:
  (Hospital Experience Required) – Lee Construction, FHP Tectonics, Harbour Construction, and Lego Construction
- GC-02 – General Construction – SBE-C Level 2 Set-aside:
  (Hospital Experience Required) Harbour Construction and Lego Construction
- GC-03 – General Construction – SBE-C Level 2 Set-aside:
  (No Hospital Experience Required) Harbour Construction, Epic Consultants, Stone Concept Miami, and OAC Action Construction
- EC-04 – Electrical Construction – Open Market, SBE-C participation encourage:
  (Hospital Experience Required) Solares Electrical Services
- EC-06 Electrical Construction – SBE-C Level 1 Set-aside:
  (No Hospital Experience Required) G&R Electric Corp.
- MC-07 – Mechanical Construction – Open Market, SBE-C participation encourage:
  (Hospital Experience Required) Comfort Tech Air Conditioning
- RC-11 – Roofing Construction – SBE-C Level 2 Set-aside:
  (No Hospital Experience Required) A1 Property Services Group

The contract documents include a Construction Task Catalog® (CTC) containing construction tasks. All pre-established unit prices are based on local labor, material and equipment prices and reflect the direct cost of construction (excluding overhead and profit). Other than providing the JOC contractor with the opportunity to provide a JOC proposal, the Trust makes no additional guarantee as to the minimum amount of work that will be awarded under the contract. All work under these Contracts will meet applicable federal, state, and local laws, codes, ordinances, and regulations. The contractors will be required to obtain all required permits and inspections. The Trust will reimburse the contractor for permit fees.

Contractors awarded general construction Contracts under "Open Market" competition must subcontract a minimum of 30% of the dollar value of the Contract to contractors that hold current (at the time of the subcontract) and valid SBE-C certifications under the Miami-Dade County Department of Small Business Development's SBE-C program. If a contract is awarded to an SBE-C Contract under "Open Market" competition and should any subcontract work be required, at least 15% of the dollar value of the subcontracted work must be performed by other certified SBE-C contractors. All subcontracting work needed for the Level 1 and Level 2 set-aside awardees must be completed by SBE-C contractors. Open market specialty trade contractors (electrical, mechanical, roofing) are awarded an SBE-C subcontracting goal. The Trust recommends that they utilize SBE-C subcontractors whenever possible.

Since the beginning of the ITB, the Trust has been able to successfully expedite the process of improving its infrastructure while maintaining its dedication to the support of the local community. The Contract expedites the sourcing process, since there is no need to expend time (as much as three weeks) in securing SBE-C Measures. These measures are already included in the Agreement. The firm-fixed pricing for goods and labor allows for an average 85-day turnaround time from the project scope is developed through the issuance of a purchase order. Annually, the organization awards an average of 8.5 million dollars to the vendors participating in the program, of which 2.6 million (34%) has been awarded to SBE-C vendors. Also, vendors who have participated in the program have successfully, in part due to these awards, graduated from the SBE program.

Through the JOC program, the Trust has seen projects such as, the PPE Pharmacy Expansion, and the Roof Repairs for the Jackson Long Term Care Center (JLTCC). Future projects being considered for the JOC program include the completion of renovations to the space, previously occupied by McDonalds, for use by Employee Health, and the parking lot improvements at JNMC and the ACC West 5th floor clinic renovations. The projects currently anticipated through the end of June 2024 are at an estimated amount of approximately $20,000,000.

Recommendation

It is the recommendation of FDC to increase the existing amount of the Program's Maximum Value to ($45,000,000). The projects forecasted align with Jackson Health System's need to support the community by providing a safe infrastructure while promoting continued engagement with SBE vendors. Without the continued use of the program, significant delays may occur for each of the projects that can potentially cause fines, or other additional costs associated with the maintenance of the facilities under the Trust's responsibility. The current agreement contains the UAP provision, which has amassed $488,852.68 in cost reduction for the projects, to date, with an approximate potential of an additional $500,000 through June 2024.

The original Contract was approved by Risk Management for indemnification and insurance and by the County Attorney's Office for legal sufficiency.

The Contract can be terminated for convenience (without cause) upon thirty (30) calendar days before written notice and includes the UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices (I. Nunez).

SECTION VII. OPTIONS-TO-RENEW AND CONTRACT MODIFICATIONS FOR CONTRACTS THAT WERE AWARDED UNDER A WAIVER OF FORMAL COMPETITION

This section refers to existing contracts that were not competitively bid at their origin and consists of either (a) the exercise of established options-to renew or (b) the execution of contract modifications for which the Procurement Policy requires prior Board approval. All contracts in this section are renewals not previously authorized by the Board have the written approval of the President, are based on a finding that the waiver of full and competitive bidding is in the best interest of the Public Health Trust, and require a two-thirds affirmative vote of the Trustees present for approval.

13. (2424591-LM) The Human Resources Employee Benefits Department, ("HR-Employee Benefits") requests approval to extend, for a two-year period, the Contract with AvMed, Inc. ("AvMed") for Self-Funded Medical Programs for JHS Employees (Ongoing Purchase).

AvMed, Inc.:	
Previously Approved Funding:	$3,800,000
This Request for Funding:	**$11,400,000 (For Two Years)**
Total Approved Funding:	$15,200,000

Background

The Trust entered into a direct Agreement with AvMed via a bid waiver on December 30, 2014, for an initial period of One year. The Agreement included three Options to Renew (OTRs), whereby the Contractor provided the Trust with administrative services for covered individuals under the PHT Self-Funded Medical Program. The initial one-year term was approved by the Board via Resolution PHT 12/14-086; OTR 1 was approved by the Board via Resolution PHT 11/15–091, OTR 2 was approved by the Board via Resolution PHT 12/16-069, and OTR 3 was approved by the Board via resolution PHT 12/17-061. In December 2018, the Trust and AvMed agreed to extend the Agreement for a period of three (3) years, with two (2) renewal options (OTRs) of one year each, commencing the initial term on January 1, 2019 through December 31, 2021 and exercising the first renewal option through modification No. 5, from January 1, 2022 to December 31, 2022. The second OTR was exercised through modification No. 6 from January 1, 2023 to December 31, 2023. This request in the amount of $11,400,000 will extends the Agreement for two additional years, from January 1, 2024 through December 31, 2025.

The HR-Employee Benefits Department in collaboration with Procurement Management Dept. issued an RFP for these services in 2023 to determine the availability of competition. The RFP was formally cancelled as a result of legislative changes that would alter the scope of services. Procurement will work hand in hand with HR to resolicit in 2024.

AvMed's understanding of the JHS culture and programs enables them to most effectively offer these services for employees' benefits. HR-Employee Benefits has also offered that any other insurance provider would face a steep learning

curve and extensive transition of services and data. Thus, continuing with AvMed's services is the best solution available to the Trust at this time.

The Administrative Fees for the contract period 01/01/2024 – 12/31/2025 will be as follows:

- Administrative Fee: $33.19 Per Employee Per Month ("PEPM"). Administrative fee includes a Prescription Drug rebate credit in the amount of $10.15 PEPM.

Additional fees:

- Smart shopper: $2.16 PEPM (rate remains the same)
- Additional Onsite Representative: $0.73 PEPM (rate reduced by $0.03)
- Virtual Visits: $0.46 PEPM (rate remains the same)
- Dedicated Case Manager: $0.93 PEPM (rate remains the same)

The administrative fee includes all services related to benefits administration, nurse helpline, claims fiduciary fee, stop loss interface fee, transplant Network access, network access, account set up fee, wellness fund $350K, terminal claims processing, onsite Rep., PHCS fill-in network, marketing fund ($100K), dedicated wellness coach, and rate locked in for the 2026 renewal option, if exercised.

Savings/Cost Reduction:

Prescription Drug rebate credit: $10.15 PEPM.

Recommendation

The HR-Employee Benefits Department has determined that it would be in the Trust's best interest to continue with the health insurance programs provided by AvMed and avoid a steep learning curve and extensive transition of service and data.

AvMed will continue providing access to the Smart Shopper Program Services. Smart Shopper is an incentive and analytics-based healthcare shopping tool that provides simple healthcare price comparison shopping based on the specific location.

This procurement has been thoroughly reviewed for SBE participation. A 2% SBE subcontracting participation is applicable to this agreement. AvMed participates in this requirement through subcontracting relationships with certified SBE vendors, Print Farm and Arbol Communications, LLC.

In accordance with our Contractor Due Diligence review, AvMed has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

In providing an evaluation of the vendor's performance during the current contract year, the HR-Employee Benefits Department has reported the following:

- The average turnaround time of services meets the applicable standards required.
- The competencies of contracted staff are above standard.
- The deliverables are considered above standard.

Based on the overall contract performance evaluation, HR-Employee Benefits recommends the continuation of this contracted service with AvMed, Inc.

In explaining the benefits to the Trust of this request, HR Department has advised that AvMed's current medical plan designs and network in place satisfy the current union contracts. In addition, AvMed's understanding of the JHS culture and programs allows for better employees' benefits. Research done by the HR Department indicates that any new vendor brought in to provide these services would face a steep learning curve and extensive transition of service and data, representing additional cost to the Trust, as well as, creating the need for JHS staff to spend additional time educating a new vendor.

This underlying Contract has been approved by Risk as to Insurance and Liability and by the County Attorney's Office for Legal sufficiency.

The Underlying Contract can be terminated for convenience with a ninety (90) calendar day notice.

A Bid Waiver Justification was provided and Conflict of Interests declarations have been signed by Suzette Fernandez, Director Benefits and Wellness, JHS; Tala Teymour, HR Associate Vice President, JHS; Julie Staub, Executive Vice President & Chief Human Resources Officer, JHS; Mark Knight, EVP & CFO, JHS, and, Ashely Allen, SVP, Chief Strategic Growth & Marketing Officer, AvMed, with no reported disclosures (**M. Knight**).

14. (2431075 - LK) The Miami Transplant Institute (MTI) is requesting approval of the first option to renew term for two (2) years and additional funds to be added to the Agreement, BW-21-18344-LK, with Lung Bioengineering, Inc. for Ex Vivo Lung Perfusion ("EVLP") Services (on-going purchase).

Lung Bioengineering, Inc.:

Previously Approved Funding:	$245,000 (For Two Years)
This Request for Funding:	**$665,000** **(For Two Years)**
Total Approved Funding:	$910,000

Background:
On October 1, 2021, MTI received approval under the delegated authority of the Chief Procurement Officer for a Professional Services Agreement, valued at $245,000, to secure the assistance of Lung Bioengineering, Inc. (LBI) with respect to EVLP Services. This Agreement was awarded for two years with additional option to renew terms as needed. The number of people on the transplant waiting list continues to be much larger than the number of donors. This number is rising and many donor organs are still not used, because they are considered unacceptable. Only 20% of available lungs are used for transplantation and 40% of those lungs are still usable. The current process that precedes the acceptance of a lung for transplant is complex. Due to logistical challenges and incomplete information, transplant surgeons are often forced to make time-critical decisions under conditions that are not ideal. LBI uses FDA-approved medical devices to further assess donor lung function prior to transplant and provide independent expert medical interpretation of EVLP data and images associated with each procedure.

In the past, there was only one path to transplantation called static cold storage ("SCS"): taking lungs that were deemed suitable for transplant, flushing them with cold preservation solution, and transporting them to the transplant center within a limited time frame. Today, LBI is able to extend that time frame by taking lungs that would not be suitable for transplant, flushing them with cold preservation solution, and transporting them for EVLP to re-evaluate the lungs. After the transplant physician accepts the lungs, while they are on EVLP, the lungs are cooled down again, flushed with cold preservation solution, and shipped to a transplant center on ice.

LBI owns and operates facilities where it performs, as a service for lung transplant centers, EVLP, which enables donor lungs to be assessed by a transplant physician for suitability for transplantation. LBI will use the XVIVO Perfusion System hardware and related software, also known as XPS™, and related XPS Consumables to conduct EVLP services covered by this agreement. LBI facilities make EVLP available for small and large transplant centers. Their team of experts provide resources, expertise and consistency in operating the XPS device. The XPS System and XPS Consumables are marketed by XVIVO Perfusion, Inc. LBI's provision of the EVLP services covered by this agreement will at all times be subject to the conditions imposed by the premarket approval granted by the US Food and Drug Administration for the XPS System.

The many benefits that EVLP offers the Trust include but is not limited to the following:

- Makes it possible to test lung function
- Allows lungs to function as they would within the body
- Gives time to gather more information about the lungs
- Extends preservation time
- Provides opportunity for therapies to improve lung function

- Expands the donor pool
- Expands lung travel time
- Allows more flexibility with scheduling surgical times

Due to the significant increase in the nationwide transplant waitlist, there has been a significant price increase in the cost for EVLP procedures. Therefore, the price point for these services has changed from $35,000 per EVLP procedure to $95,000 per EVLP procedure (171% increase). MTI's cases remain the same at seven (7) cases for a two-year period; however, the increase from $35,000 to $95,000 per EVLP procedure has created funding need of $665,000 for this two-year renewal term. As more transplant centers gain access to EVLP, effectively increasing the lung donor pool, a rise in lung utilization rates and price increases can be expected based on demand.

In explaining the benefits, to the Trust of this procurement, MTI has offered that EVLP represents a viable pathway to increasing the lung donor pool and potentially reducing transplant waitlist time and mortality. Survival rates for patients who receive lungs treated with EVLP are as promising as the survival rates associated with lungs considered acceptable at the time of donation.

Recommendation
The Miami Transplant Institute has determined that it would be in the best interest of the Trust to continue acquiring EVLP Services, as needed, from Lung Bioengineering, Inc. With EVLP, MTI has been able to utilize lungs that otherwise would not have been used for transplant.

The underlying Contract can be terminated for convenience with a thirty (30) day written notice and includes UAP and OIG fees. The UAP and OIG fees are provided as deductions on the invoices.

This procurement has been thoroughly reviewed for potential SBE participation. This renewal agreement is for lung processing services, including preparation and transport handled by employees of Lung Bioengineering. The opportunity to include an SBE partner is not available at this time. Lung Bioengineering is aware of Jackson's SBE program and the expectation of vendor partners to advance that commitment.

In providing an evaluation of the vendor's performance, during the current contract term, MTI has reported the following:
- The average turnaround time of goods/services delivery above standard
- The competencies of contracted staff above standard
- The deliverables meeting contract requirements above standard
- The responsiveness to safety issues and safety standards above standard

In keeping with the Trust's goals related to its Environmentally Preferred Sourcing Program and overall sustainability objectives, the products and services have been identified to have environmentally preferred attributes. LBI is aware the health of their communities, colleagues, customers and partners depends on a commitment to sustainability. The company looks for ways to help reduce greenhouse gas (GHG) emissions, reduce landfill burden, conserve water and design products, services and solutions that help lessen environmental impact. LBI continues to measure and manage their impact, constantly pursuing opportunities for improvement. The vendor is achieving real results in an effort to address the risks of climate change.

In accordance with our Contractor Due Diligence review, LBI has provided a Sworn/Notarized Statement to the Trust's Procurement Management Department that: (1) no Lawsuits have been filed against the Company within the five (5) years prior to submittal of a bid or proposal to the Trust; (2) the Company has not defaulted in the five (5) years prior to bid or proposal submittal to the Trust; and, (3) the Company has not been debarred nor has the Firm received a formal notice of non-compliance or non-performance in the five (5) years prior to proposal submittal to the Trust.

A Bid Waiver Justification has been provided and Conflict of Interest Declarations signed by Rachel De Pons, Manager, Organ Placement & Preservation. MTI; Marian O'Rourke, Senior Director, Miami Transplant Institute, Jackson Memorial Hospital; Luke B. Preczewski, VP Miami Transplant Institute, Jackson Memorial Hospital; and Jay Cormier, VP Strategy and Operations LBI, with no reported disclosures **(L. Preczewski).**

SECTION VIII. MISCELLANEOUS
This section consists of procurement actions that may require Board approval not included under any other section of the Purchasing Report.

No items to report.

Agenda Item 5.b
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT 11/2023 -

RESOLUTION APPROVING THE ADOPTION OF THE PUBLIC HEALTH TRUST DEFINED BENEFIT RETIREMENT PLAN AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2024

Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System

WHEREAS, the Public Health Trust Defined Benefit Retirement Plan ("Plan") was last amended and restated in its entirety effective March 1, 2019; and

WHEREAS, the Plan Document is being restated to reflect discretionary changes since the last restatement; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the adoption of the Public Health Trust Defined Benefit Retirement Plan as restated in its entirety, copies of which are attached hereto and incorporated herein by reference.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members of Fiscal Committee

FROM: Robert Bruechert, Senior Director and Actuary
Willis Towers Watson (WTW)

DATE: November 29, 2023

REF.: Amendment & Restatement of the Public Health Trust of Miami-Dade County Florida Defined Benefit Retirement Plan document

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We are pleased to provide a DRAFT of the amendment and restatement of the Public Health Trust of Miami-Dade County Florida Defined Benefit Retirement Plan (the Plan) for review by counsel as Willis Towers Watson cannot practice law. The Plan was last amended and restated in its entirety effective March 1, 2019. This amendment and restatement reflects discretionary changes since the last restatement generally effective as of January 1, 2024, including:

- Article II *Definitions Section (27) Military Service of Any Member* is restated to be more clear and is updated to allow the purchase of up to 7 years of prior Active Duty Military Service. This change is expected to be cost-neutral as the employee contribution for the additional benefits under this plan change is calculated to fully cover the cost of such additional benefits.

- Article III *Participation in the System* is amended to include Foundation employees effective as of August 1, 2022.

- Article XI *Voluntary Residency Service Buy-Back* is amended to allow Attending Physicians who are Members of the Plan to buy back up to 5 years of their prior service while they were employed as a Jackson Health System resident. This change is expected to be cost-neutral as the employee contribution for the additional benefits under this plan change is calculated to fully cover the cost of such additional benefits.

- Article XIX Section G *Required Distributions* is changed to align with the Jackson Health System defined contribution plans and new rules under the Secure 2.0 Act to require members to commence their pensions no later than the April 1 following the later of the calendar year of their retirement or the calendar year of their attainment of age 73 (previously age 70-1/2). This change is not expected to increase the cost to the Plan and will give participants more flexibility in the timing of the receipt of their pensions.

THE PUBLIC HEALTH TRUST

OF MIAMI-DADE COUNTY, FLORIDA
DEFINED BENEFIT
RETIREMENT PLAN DOCUMENT

January 1, 2024

Contents

ARTICLE I
INTRODUCTION

The Public Health Trust (PHT) Defined Benefit Retirement Plan (the Plan) shall be effective as of January 1, 1996 for the benefit of Public Health Trust Employees who are hired or become pension eligible on or after January 1, 1996. The Plan was restated effective January 1, 2004 and November 2013 and March 1, 2019. As of January 1, 2024 the Plan is once again restated to incorporate all amendments since the last restatement including various effective dates, including the clarification of military service purchase eligibility, the new option allowing Attending Physicians to purchase their prior service while a medical resident at Jackson Health System, and updates for Secure 2.0 for the required beginning date which are effective January 1, 2024.

ARTICLE II
DEFINITIONS

The following words and phrases as used in this Plan have the respective meanings set forth unless a different meaning is plainly required by the context.

(1) **Accrued Benefit** means the benefit payable using the Normal Retirement Benefit formula as provided under Article V, Section A, as of the date of calculation, using the Member's Average Monthly Compensation and Creditable Service as follows:

(a) For a Member of the Plan whose retirement benefits are subject to collective bargaining with the Service Employees International Union Local 1991 ("SEIU") or the Government Supervisors Association of Florida/OPIEU ("GSA") and who was first enrolled in the Plan prior to March 18, 2012, the Member's Accrued Benefit is based on the Member's Average Final Compensation, as defined in this Article II, Section 6(a).

(b) For a Member of the Plan whose retirement benefits are subject to collective bargaining with the American Federation of State, County, & Municipal Employees Local 1363 and Council 79 Region ("AFSCME") and who was first enrolled in the Plan prior to April 1, 2012, and a Member of the Plan whose retirement benefits are not collectively bargained and who was first enrolled in the Plan prior to April 1, 2012, the Member's Accrued Benefit is based on the Member's Average Final Compensation, as defined in this Article II, Section 6(a).

(c) For a Member of the Plan whose retirement benefits are subject to collective bargaining with SEIU or GSA and who was first enrolled in the Plan on or after March 18, 2012, the Member's Accrued Benefit shall be based on the Member's Average Final Compensation determined under this Article II, Section 6(b).

(d) For a Member of the Plan whose retirement benefits are subject to collective bargaining with AFSCME and who was first enrolled in the Plan on or after April 1, 2012, and a Member of the Plan whose retirement benefits are not collectively bargained and who was first enrolled in the Plan on or after April 1, 2012, the Member's Accrued Benefit shall be based on the Member's Average Final Compensation determined under this Article II, Section 6(b).

(2) **Actuarial Equivalent** means a benefit or amount having the same Actuarial Equivalent Value as an Accrued Benefit or other applicable benefit.

(3) **Actuarial Equivalent Value** means the single sum's present value of an Accrued Benefit or other applicable benefit, where values are calculated under generally accepted actuarial methods, using

the Mortality Table -- 1983 Group Annuity Mortality Table for Males and Interest – 7%. (For calculations regarding disability benefits, the mortality tables shall reflect disabled life mortality).

(4) **Actuary** means a member of the Society of Actuaries or the American Academy of Actuaries or an organization of which one or more members is a member of the Society of Actuaries or of the American Academy of Actuaries or both.

(5) **Annual Compensation** means the total compensation paid a Member during a year. A "year" is 12 continuous months.

(6) **Average Final Compensation** means:

(a) With respect to:

1. A Member whose retirement benefits are subject to collective bargaining with SEIU or GSA and who was first enrolled in the Plan prior to March 18, 2012, the average of the five (5) highest Plan years of Compensation for Creditable Service prior to the earlier of the Member's (i) retirement, (ii) termination, or (iii) death. For in-the-line-of-duty disability benefits, if less than 5 years of Creditable Service have been completed, the Average Final Compensation means the average annual Compensation of the total number of years of Creditable Service.

2. A Member whose retirement benefits are subject to collective bargaining with AFSCME and who was first enrolled in the Plan prior to April 1, 2012, the average of the five(5) highest Plan years of Compensation for Creditable Service prior to the earlier of the Member's (i) retirement, (ii) termination, or (iii) death. For in-the-li ne-of-duty disability benefits, if less than 5 years of Creditable Service have been completed, the term Average Final Compensation mean the average annual Compensation of the total number of years of Creditable Service.

3. A Member whose retirement benefits are not collectively bargained and who was first enrolled in the Plan prior to April 1, 2012, the average of the five (5) highest Plan years of Compensation for Creditable Service prior to the earlier of the Member's (i) retirement, (ii) termination, or (iii) death. For in-the-line-of-duty disability benefits, if less than 5 years of Creditable Service have been completed, the term Average Final Compensation mean the average annual Compensation of the total number of years of Creditable Service.

(b) With respect to:

1. A Member whose retirement benefits are subject to collective bargaining with SEIU or GSA and who was first enrolled in the Plan on or after March 18, 2012, the average of the eight (8) highest Plan years of Compensation for Creditable Service prior to the earlier of the Member's (i) retirement, (ii) termination, or (iii) death. For in-the-line-of-duty disability benefits, if less than 8 years of Creditable Service have been completed, the term Average Final Compensation means the average annual Compensation of the total number of years of Creditable Service.

2. A Member whose retirement benefits are subject to collective bargaining with AFSCME and who was first enrolled in the Plan on or after April 1, 2012, the average of the eight (8) highest Plan years of Compensation for Creditable Service prior to the earlier of the Member's (i) retirement, (ii) termination, or (iii) death. For in-the-line-of-duty disability benefits, if less than 8 years of Creditable Service have been completed, the term Average Final Compensation means the average annual Compensation of the total number of years of Creditable Service.

3. A Member whose retirement benefits are not collectively bargained and who was first enrolled in the Plan on or after April 1, 2012, the average of the eight (8) highest Plan years of Compensation for Creditable Service prior to the earlier of the Member's (i) retirement, (ii) termination, or (iii) death. For in-the-line-of-duty disability benefits, if less than 8 years of Creditable Service have been completed, the term Average Final Compensation means the average annual Compensation of the total number of years of Creditable Service.

Each year used in the calculation of Average Final Compensation under Section 6(a) and 6(b) shall commence on January 1.

(7) **Average Monthly Compensation** means one-twelfth of Average Final Compensation.

(8) **Board** means the Board of Trustees of the Public Health Trust of Miami-Dade County, Florida.

(9) **Compensation** means the monthly salary paid a Member by his Employer for work performed arising from that employment, including overtime payments paid from a salary fund. Under no circumstances shall compensation include severance payments, fees paid professional persons for special or particular services, payments made due to retirement or termination for accumulated sick/extended illness leave as defined in S.605-6.001(3) of the Florida Administrative Code, payments for annual leave in excess of 500 hours, bonuses as defined in 605-6.001(11) of the Florida Administrative Code, third party payments, automobile allowances, uniform allowances, and housing allowances. For all purposes under this Plan, the compensation or gross

compensation of any Member participating in any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the Internal Revenue Code shall be deemed to have been the compensation or gross compensation which the Member would have received if he were not participating in such program.

The compensation taken into account in determining a Member's benefit under the Plan shall not exceed the annual compensation limit set forth in Internal Revenue Code Section 401(a)(l7), as adjusted by the Commissioner for increases in the cost-of-living in accordance with Internal Revenue Code section 401(a)(l7)(B). For purposes of determining benefit accruals in plan years beginning after December 31, 2001, the annual compensation limit for determination periods beginning before January 1, 2002 shall be $200,000.

In addition, if a terminated Member's last paycheck is received after the close of any calendar year, such earnings shall not be included as Compensation for purposes of determining the Member's Average Final Compensation.

(10) **Continuous Service** (service considered for vesting purposes) means Creditable Service excluding Active Military Service purchased under Article II, section 27(c), plus all of a Member's creditable service with F.R.S., provided that if a Member terminates employment and is subsequently reemployed by the Employer and again becomes a Member of the Plan, the reemployed Member's creditable service with F.R.S. which as previously considered for purposes of vesting shall not again be included as Continuous Service for vesting purposes.

(11) **Covered Group** means the Employees of an employer who become Members under this Plan.

(12) **Creditable Service** (service considered for benefit accrual purposes) of any Member means all service with the Employer subsequent to December 31, 1995, Military Service as defined in Article II, Section (27), and Workers' Compensation credit allowed within the provisions of this Plan if all requirements of the Plan have been met. However, in no case shall a Member receive credit for more than a year's service during any 12-month period. For purposes of the definition of Creditable Service, monthly service credit under the Plan shall be awarded for each month salary is paid for service performed. An absence of 1 calendar month or more from the Employer's payroll shall be considered a break in service, except for periods of paid absence during which an Employer-Employee relationship continues to exist and such period of absence is creditable under this Plan.

(13) **Date of Participation** means the date on which the Employee becomes a Member, but not before January 1, 1996.

(14) **Death in-line-of-duty** means death arising out of and in the actual performance of duty required

by a Member's employment during his regularly scheduled working hours or irregular working hours, as required by the employer. The Plan Administrator may require such proof as he deems necessary as to the time, date, and cause of death, including evidence from any available witnesses. Workers' Compensation records, under the provisions of Chapter 440, F.S., may also be used.

(15) **Dependent Beneficiary** means any person designated by the Member to receive a retirement benefit upon the Member's death who is either:

(a) the spouse of the Member,

(b) the Member's natural or legally adopted child who is under age 25, or who is physically or mentally disabled and incapable of self-support (regardless of age), or

(c) anyone for whom the Member, at the time of death, was the legal guardian and for whom the Member was providing at least one-half of his or her financial support; or

(d) the Member's parent or grandparent who was financially dependent upon the Member at the time of death for at least one-half of his or her financial support.

(16) **Disability in-the-line-of-duty** means any injury or illness arising out of and in the actual performance of duty required by a Member's employment during his regularly scheduled working hours or irregular working hours, as required by the employer. Disability resulting from drug or alcohol abuse shall not be considered in-the-line-of-duty. The Plan Administrator may require such proof as he deems necessary as to the time, date, and cause of any such injury or illness, including evidence from any available witnesses. Workers' Compensation records under the provisions of Chapter 440, Florida Statutes, may also be used.

(17) **Early Retirement Date** means the first day of the month following the date a Member completes 6 years of Continuous Service and elects to receive retirement benefits in accordance with Article V, Section B. Such benefits shall be based on the Member's Accrued Benefit as of the Member's

Early Retirement Date, and the benefit so computed shall be reduced by five-twelfths of 1 percent for each complete month by which the Early Retirement Date precedes his Normal Retirement Date. For this purpose:

(a) The Accrued Benefit for a Member whose retirement benefits are collectively bargained with SEIU or GSA and who first enrolled in the Plan prior to March 18, 2012, shall be reduced from the Normal Retirement Date determined in accordance with Article II, Section 28(a).

(b) The Accrued Benefit for a Member whose retirement benefits are collectively bargained with AFSCME and who was first enrolled in the Plan prior to April 1, 2012, shall be reduced from the

Normal Retirement Date determined in accordance with Article II, Section 28(a).

(c) The Accrued Benefit for a Member whose retirement benefits are not collectively bargained and who was first enrolled in the Plan prior to April 1, 2012, shall be reduced from the Normal Retirement Date determined in accordance with Article II, Section 28(a).

(d) The Accrued Benefit for a Member whose retirement benefits are collectively bargained with SEIU or GSA and who was first enrolled in the Plan on or after April 1, 2012, shall be reduced from the Normal Retirement Date determined in accordance with Article II, Section 28(b).

(e) The Accrued Benefit for a Member whose retirement benefits are collectively bargained with AFSCME and who was first enrolled in the Plan on or after April 1, 2012, shall be reduced from the Normal Retirement Date determined in accordance with Article II, Section 28(b).

(f) The Accrued Benefit for a Member whose retirement benefits are not collectively bargained and who was first enrolled in the Plan on or after April 1, 2012, shall be reduced from the Normal Retirement Date determined in accordance with Article II, Section 28(b).

(18) **Effective Date of Retirement** means the first of the month in which benefit payments begin to accrue pursuant to this Plan.

(19) **Employee** means any person receiving salary payments for work performed in a Regularly Established Position for the Employer.

(20) **Employer** means the Public Health Trust of Miami-Dade County, Florida.

(21) **Existing Systems** means the Florida Retirement System as defined in Chapter 121, Florida Statutes, including references to related systems contained therein.

(22) **F.S.** means the Florida Statutes, as amended from time to time.

(23) **F.R.S.** means the defined benefit pension plan sponsored by the State of Florida for employees of Florida governmental entities.

(24) **Future Service of any Member** means service subsequent to date of the Member's participation occurring on or after January 1, 1996 and may include authorized leaves of absence as provided herein.

(25) **Joint Annuitant** means (a) the Member's spouse; or (b) the Member's natural or legally adopted child under age 25, or who is physically or mentally disabled and incapable of self-support (regardless of age, or (c) anyone for whom the Member, at the time of death, was the legal

guardian and for whom the Member was providing at least one-half of his or her financial support (as verified by the Member's Federal Income Tax return), or (d) the Member's parent or grandparent who was financially dependent upon the Member at the time of death for at least one half of his or her financial support (as verified by the Member's Federal Income Tax return). For purposes of the Plan, spouse means the Member's legal spouse as defined under State of Florida law.

(26) **Member** means any Employee who is covered or who becomes covered under this Plan in accordance with the provisions herein. On and after January 1, 1996, all Members shall be divided into the following classes: "Regular Class" or "Senior Management Service Class."

(27) **Military Service of any Member** means:

(a) "Qualified military service" as described in Internal Revenue Code section 414(u), may be provided to an employee who leaves employment for military service, provided the employee returns to employment with the Employer within the time provided by law. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credits will be provided in accordance with Internal Revenue Code section 414(u). Effective January 1, 2007, a Member who dies while performing qualified military service will be treated as if he resumed employment on the day before his death and then terminated employment as a result of death such that the Member's survivors are entitled to receive any additional benefits (other than benefit accruals relating to the period of qualified military service) that they would have received under the Plan if such Member had returned to employment and terminated employment on account of death; or actual “wartime service” in the Armed Forces of the United States, as defined by S.1.01(14), F.S., or, “wartime service” in the Allied Forces, for such service after January 1, 1996, not to exceed 4 years, if credit for such service has not been granted under any federal or state system, and provided such service is not used in any other retirement system; however, this paragraph does not prohibit the use of such service as Creditable Service if granted under any federal or state system, and provided such service is not used in any other retirement system; however, this paragraph does not prohibit the use of such service as Creditable Service if granted and used in a pension system under Chapter 67 of Title 10 of the United States. A Member may purchase Creditable Service in the Regular Class of membership for military service not to exceed a total of 4 years if the Member has completed a minimum of 6 years of Creditable Service. The cost for such Creditable Service shall be 4 percent of the Member's gross salary based upon his first year of salary with the PHT, multiplied by his years of military service, plus 6.5 percent interest compounded annually thereafter until the date of full payment.

(b) Effective January 1, 2024 "Active Duty Military Service" can be purchased by members who join Jackson Health and present a valid military form DD-214, showing their years and months of active military service. A maximum of 7 such years may be purchased at a cost to the member equal to a percentage of the most recent annual pay rate (up to the IRC Section 401(a)(17) limit), times years of purchase, and based on age at purchase: (1) age 45 and under: 6.5%; (2) age 46-50: 7%; (3) age 51-55: 8.5%; (4) age 56 & older: 10%. Such service may be purchased in increments, however, the applicable rate of pay will be in effect at the time of the purchase for all sessions and shall count towards the accrued benefit but not towards vesting.

(28) **Normal Retirement Date** means:

(a) With respect to a Member, who was first enrolled in the Plan prior to March 18, 2012 and whose retirement benefits are collectively bargained with SEIU or GSA, or was first enrolled in the Plan prior to April 1, 2012 and whose retirement benefits are collectively bargained with AFSCME, or was first enrolled in the Plan prior to April 1, 2012 and whose retirement benefits are not collectively bargained, the first day of any month a Member attains one of the following statuses:

i. Completes 6 or more years of Continuous Service and attains age 62, or

ii. Completes 30 years of Continuous Service (excluding FRS service),which may include a maximum of 4 years of military service credit, but may not include Active Duty Military Service purchased under Article II, section 27(c), so long as such credit is not claimed under any other system, regardless of age.

(b) With respect to a Member whose retirement benefits are collectively bargained with SEIU or GSA and who was first enrolled in the Plan on or after March 18, 2012, or was first enrolled in the Plan on or after April 1, 2012 and whose retirement benefits are collectively bargained with the AFSCME, or was first enrolled in the Plan on or after April 1, 2012 and whose retirement benefits are not collectively bargained, Normal Retirement Date means the first day of the month following the date a Member attains one of the following statuses:

i. Completes 6 or more years of Continuous Service and attains age 65, or

ii. Completes 30 years of Continuous Service (excluding FRS service), which may include a maximum of 4 years of military service credit, but may not include Active Duty Military Service purchased under Article II, section 27(c), so long as such credit is not claimed under any other system, regardless of age

"Normal retirement age" is age attained on the normal retirement date.

(29) **Past Service of any Member** means the Member's Creditable Service occurring while participating in the Florida Retirement System (F.R.S.)

(30) **Pension** means monthly payments to a retiree derived as provided in this Plan.

(31) **Pension Plan Committee (PPC)** shall be the Committee as set forth in Article XVIII, Section B.

(32) **PHT** means Public Health Trust of Miami-Dade County, Florida.

(33) **Plan** means the Public Health Trust Defined Benefit Retirement Plan, as provided for herein. The Plan is a governmental plan within the meaning of section 414(d) of the Internal Revenue Code of 1986, as now in effect or as hereafter amended. As a governmental plan, the Plan is not covered by, and is exempt from the Employee Retirement Income Security Act of 1974 (ERISA), as now in effect or hereafter amended.

(34) **Plan Administrator** means the person or entity charged with responsibility and authority to administer the Plan.

(35) **Plan Year** means the period of time beginning January 1 and ending on the following December 31, both dates inclusive.

(36) **Prior Service** means service in the Plan with a break in service prior to the Member's current participation in the Plan, provided such current participation is no less than 1 calendar month.

(37) **Regularly Established Position** shall mean a salaried position with the employer which is in existence beyond 6 consecutive months.

(38) **Resident Physician** shall mean a physician employed by the Employer who practices medicine, at a hospital or clinic, under the direct or indirect supervision of a senior clinician such as an attending physician.

(39) **Retirement Trust Fund** means the fund established by the PHT Board for this Plan for the purpose of holding and investing the contributions paid by the PHT and paying the benefits to which Members or their Beneficiaries may become entitled.

(40) **Social Security Coverage** means old-age, survivors, disability, and health insurance, as provided by the Federal Social Security Act.

(41) **Termination** occurs when a Member ceases all employment relationships with the PHT under this Plan; but in the event a Member should be employed by the PHT within the next calendar month, termination shall be deemed not to have occurred. A leave of absence shall constitute a continuation of the employment relationship except that a leave of absence without pay due to

disability may constitute termination for a Member if such Member makes application for and is approved for disability retirement in accordance with this Plan. The Plan Administrator may require other evidence of termination, as he deems necessary.

(42) **Trustee** means any person or entity holding any portion of the Retirement Trust Fun under a trust agreement forming a part of the Plan.

ARTICLE III
PARTICIPATION IN THE SYSTEM

A. Compulsory Participation

The provisions of this Plan shall be compulsory to all Employees whose most recent date of participation, following a break in service, if applicable, occurred on or after January 1, 1996. Effective August 1, 2022, members of the Foundation are eligible to participate in the Plan, and begin earning credited service as of August 1, 2022. Vesting credit is given based on original date of hire with the Foundation.

B. Rights Limited

1. Participation in the Plan shall not give any Member the right to be retained in the employ of the PHT or, upon dismissal, to have any right or interest in the Fund other than herein provided.

2. No Member who has caused a shortage in a public account, when such shortage is certified by the Auditor General or a certified public accountant may retire or receive any benefits under this Plan so long as such shortage exists.

C. Dual Employment

1. A Member may not earn benefits in this Plan and the F.R.S. simultaneously.

2. No Member shall be allowed to receive a retirement benefit or pension which is, in part or in whole, based upon any service with respect to which the Member is already receiving or will receive in the future a retirement benefit or pension from another retirement system or plan, except for social security benefits or other federal benefits under Chapter 67, Title 10, U.S. Code.

3. A Member may not earn benefits in more than one class of Membership in the plan simultaneously.

ARTICLE IV
SENIOR MANAGEMENT SERVICE CLASS

There is established a separate class of Membership within the Plan to be known as the Senior Management Service Class.

A. Participation in the Senior Management Service Class shall be limited to and compulsory for any Member of the Plan who holds a position designated for inclusion by the President/CEO of the PHT in the Senior Management Service Class of the Plan, provided that each position added to the class is a managerial or policy making position filled by an Employee who is not subject to a continuing contract and serves at the pleasure of the PHT without civil service protection, and who:

1. heads an organizational unit, or

2. has responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in his area(s) of responsibility.

Except as *may* otherwise be provided, any current Member of the Senior Management Service Class may purchase additional retirement credit in such class for Creditable Service within the purview of the Senior Management Service Class retroactive to January 1, 1996, and *may* upgrade retirement credit for such service, to the extent of 2 percent of the Member's average monthly compensation, as specified in paragraph C(3) below, for such service. The cost for upgrading the additional Senior Management Service credit, pursuant to this paragraph, shall be equal to the difference of: (1) the cost of benefits accruing to the Member for Senior Management Service credit during the applicable period, and (2) the cost of benefits accruing to the Member for the Regular Class service credit during the applicable period, plus interest thereon at the rate of 6.5 percent a year, compounded annually until the date of payment.

This service credit may be purchased by the employer on behalf of the Member.

B. Participation in this class shall cease when the Member is no longer employed in an eligible position. Once a position is designated as eligible for inclusion in the class, that position shall not be removed from the class unless the duties and responsibilities of the position change substantially and therefore no longer meet the requirements provided in this section for participation in the class.

1. The definition set forth in this Plan shall apply to the Senior Management Service Class except the definitions and provisions in conflict with, superseded, or modified by the provisions of this section.

2. Effective July 1 2001, a Member of this class, who fails to complete 6 years of Continuous Service in

an eligible position, shall be required to satisfy the requirements for the Normal Retirement Date for a regular Member.

3. A Member of the Senior Management Service Class shall receive retirement credit at the rate of 2 percent of average final compensation for each year of service in such class after January 1, 1996.

C. A Member of the Senior Management Service Class shall retain all rights and Creditable Service accumulated in the Plan prior to Membership in the Senior Management Service Class.

ARTICLE V
BENEFITS PAYABLE UNDER THE SYSTEM

No benefits shall be paid under this section unless the Member has terminated employment as provided in Article II, Section (41) and a proper application has been filed in the manner prescribed by the Plan Administrator. Benefits, if any, shall be determined and paid in accordance with this Article V, unless otherwise provided in Appendix 1 or 2, related to the Early Retirement Acceptance or Deferred Retirement Option Program, respectively.

A. NORMAL RETIREMENT BENEFIT

Upon attaining his Normal Retirement Date, the Member, upon application to the Plan Administrator, shall receive a monthly benefit which shall begin to accrue on the first day of the month of retirement and be payable on the last day of that month and each month thereafter during his lifetime. The amount of monthly benefit shall be determined as the product of "A" and "B," when:

1. "A" is 1.60 percent of his Average Monthly Compensation up to the Member's Normal Retirement Age. The first year after his Normal Retirement age, "A" is 1.63 percent of his Average Monthly Compensation. The second year after his Normal Retirement Age, "A" is 1.65 percent of his Average Monthly Compensation. The third year after his Normal Retirement Age, "A" is 1.68 percent of his Average Monthly Compensation. Notwithstanding the foregoing, "A" shall not exceed 1.68 percent of the Member's Average Monthly Compensation, however, the Normal Retirement Benefit, including any prior or additional retirement credit, may not exceed 100 percent of the Average Final Compensation, excluding supplemental retirement benefits or pension increases attributable to cost of living increases or adjustments, except that for all creditable years of service in the Senior Management Service Class, "A" is 2.00 percent.

2. "B" is the number of years and any fractional part of a year of Creditable Service earned subsequent to January 1, 1996.

3. Any benefits payable for Past Service under this Plan shall be reduced by any amount payable by F.R.S., if any, for such Past Service, and shall be offset against the Members Normal Retirement Benefit before reduction for Early Retirement, if any.

B. EARLY RETIREMENT BENEFIT

Upon retirement on his Early Retirement Date, upon application to the Plan Administrator, the Member shall receive an immediate monthly benefit which shall begin to accrue on the first day of the month of his retirement and be payable on the last day of that month and each month thereafter during his lifetime. The amount of each monthly payment shall be computed in the same manner as for a Normal Retirement Benefit, in accordance with Section A, but based on average monthly compensation and Creditable Service as of the Member's Early Retirement Date. The benefit, so computed, shall be reduced by five-twelfths of 1 percent for each complete month by which the early retirement precedes the Member's Normal Retirement Date. However, if the employment of a Member is terminated by reason of death subsequent to the completion of 20 years of Continuous Service, the monthly benefit payable to the Member's Beneficiary shall be calculated in accordance with Section A above, but based on Average Monthly Compensation and Creditable Service as of the date of death. The benefit, so computed, shall be reduced by five-twelfths of 1 percent for each complete month by which death precedes the Normal Retirement Date specified above or the date on which the Member would have attained 30 years of Continuous Service had he survived and continued his employment, whichever provides a higher benefit.

C. DISABILITY RETIREMENT BENEFIT

1. Disability Retirement Date- A Member who becomes totally and permanently disabled, as defined in Section C(2) below, after completing 8 years of continuous service, or a Member who becomes totally and permanently disabled in the line of duty, regardless of service, shall be entitled to a monthly disability benefit. The Disability Retirement Date shall be the first day of the month which coincides with or next following the date the Plan Administrator approves payment of disability retirement benefits to the Member.

2. Total and Permanent Disability- A Member shall be considered totally and permanently disabled if in the opinion of the Plan Administrator, he is prevented, by reason of medically determinable physical or mental impairment, from rendering useful and efficient service as an Employee. The disability injury or illness must have occurred or become symptomatic during the period of your active employment.

   An employee who is physically or mentally unable to continue performing in his or her present occupation, but is able to perform another type of work or is temporarily disabled, will not qualify for disability benefits.

3. Proof of Disability- The Plan Administrator, before approving payment of any disability retirement benefit, shall require proof that the Member is totally and permanently disabled as provided herein, which proof shall include the certification of the Member's total and permanent disability by two Florida licensed physicians of the state and such other evidence of disability as the Plan Administrator may require, including reports from various vocational rehabilitation, evaluation, or testing specialists who have evaluated the applicant for employment.

4. Disability Retirement Benefit- Upon the retirement of a Member on his Disability Retirement Date, the Member shall receive a monthly benefit which shall begin to accrue on the first day of the month of his disability retirement and shall be payable on the last day of that month and each month thereafter during his lifetime and continued disability. The amount of each monthly payment shall be computed in the same manner as for a Normal Retirement Benefit, in accordance with Section A, but based on disability option actuarial equivalency tables and the average monthly compensation and Creditable Service of the Member as of his Disability Retirement Date, subject to the following conditions:

   a. lf the Member's disability occurred in the line of duty, his monthly Option l benefit, as described in Article V, Section E(l) below, shall not be less than 42 percent of his average monthly compensation as of his Disability Retirement Date; or

   b. If the Member's disability occurred other than in the line of duty, his monthly Option I benefit shall not be less than 25 percent of his average monthly compensation as of his Disability Retirement Date.

5. Recovery from Disability- The Plan Administrator may require periodic reexaminations at the expense of the Retirement Trust Fund.

   a. If the Plan Administrator finds that a Member who is receiving disability benefits is, at any time prior to his Normal Retirement Date, no longer disabled, the Plan Administrator shall direct that the benefits be discontinued.

   b. If the Member, described in Section 5(a) above who recovers from such disability prior to his Normal Retirement Date, does not reenter the employment of the PHT and had not completed 6 years of Continuous Service as of his Disability Retirement Date, he shall be entitled to no further payments on the account of such disability.

   c. If the Member, described in paragraph 5(a) above, who recovers from such disability prior to his Normal Retirement Date, does not reenter the employment of the PHT but had completed 6 or more years of Continuous Service as of his Disability Retirement Date, he may elect to receive a deferred benefit commencing on the last day of the

month of his Normal Retirement Date which shall be payable on the last day of the month thereafter during his lifetime. The amount of such monthly benefit shall be computed in the same manner as for a Normal Retirement Benefit, but based on average monthly compensation and Creditable Service as of the Member's Disability Retirement Date.

d. lf the Member recovers from disability and reenters employment of the PHT within 6 months after his recovery, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability benefit payment and ending with the date he reentered employment, will not be considered as Creditable Service for the purpose of computing benefits except as provided in subparagraph 5(e) below.

e. If the Member recovers from disability, has his disability benefit terminated, reenters covered employment, and is continuously employed for a minimum of 1 year of Creditable Service, he may claim as Creditable Service the months during which he was receiving a disability benefit, upon payment of the required contributions. The cost of purchasing this Creditable Service shall be equal to the cost of benefits accruing to the Member during the applicable period, multiplied times his rate of monthly compensation prior to the commencement of disability retirement for each month of the period claimed, plus 6.5 percent interest on such contributions, compounded annually each December 31 to the date of payment. If the Member does not claim credit for all of the months he received disability benefits, the months claimed must be his most recent months of retirement.

f. If after recovery of disability and reentry into covered employment, the Member again becomes disabled and is again approved for disability retirement, his Option 1 monthly retirement benefit shall not be less than the Option 1 monthly benefit calculated at the time of his previous disability, plus any cost of living increases up to the time his disability benefit was terminated upon his reentry into covered employment.

6. Non-admissible causes of disability- A Member shall not be entitled to receive any disability retirement benefit if his disability is a result of any of the following:

a. Injury or disease sustained by the Member while willfully participating in a riot, civil insurrection, or other act of violence or while committing a felony,

b. Injury or disease sustained by the Member after his employment has terminated, or

c. Intentional, self-inflicted injury.

D. TERMINATION BENEFITS

1. A Member whose employment is terminated after July 1, 2001 for any reason, other than death or retirement, prior to the completion of 6 years of Continuous Service, shall have no entitlements under the Plan, except that a Member whose employment terminates on or after March 17, 2012, without a vested right to a benefit (less than 6 years of Continuous Service), and after having made contributions to the Plan in accordance with Article XXI, shall have the option of a refund of such contributions, once the Member has been terminated for at least 3 calendar months. Such refund shall not receive any interest and shall represent only the amount of the Member's contributions. Upon such refund of Member contributions, all Creditable Service accrued during the period such Member contributions were made shall be cancelled. A Member who is vested at the time of termination of employment shall not be entitled to request a refund of Employee contributions.

   If a Member has requested and received a refund of contributions in accordance with this Section, and is subsequently reemployed by the Employer and again becomes a Member of the Plan, Creditable Service associated with said refund may be reinstated upon reemployment by repaying the refunded contributions, plus interest. However, a Member must continue in covered employment and earn one year of Creditable Service before repayment to the Plan is permitted. Upon repayment to the Plan of previously refunded contributions, plus an interest adjustment determined by the Plan, all prior service cancelled due to the initial refund of contributions shall be restored. A Member who does not repay the previously distributed refund of contributions shall be treated as a new Plan Member for all purposes of the Plan.

   A refund of employee contributions shall only be made under the circumstances provided in this Section upon the Member's request.

2. A Member whose employment is terminated after July l, 2001 for any reason other than death or retirement after the completion of 6 years of Continuous Service, may elect to receive a deferred monthly benefit which shall begin to accrue on the first day of the month of his normal or early retirement and shall be payable on the last day of that month and each month thereafter during his lifetime. The amount of monthly benefit shall be computed in the same manner as for a Normal Retirement Benefit or early retirement benefit, but based on Average Monthly Compensation and Creditable Service as of his date of termination.

   In lieu of a deferred monthly benefit as described above, a vested Member who terminated

employment prior to October 1, 2013, who is not eligible for a disability retirement benefit, but who is eligible for a deferred monthly benefit, may elect, in the sole discretion of the Member, to receive the lump sum present value of the deferred monthly retirement benefit in one lump sum cash payment which is the Actuarial Equivalent value of the Member's entire benefit under the Plan. The value of the distribution payable to a Member electing a lump sum distribution shall be equal to the Actuarially Equivalent present value of the Members deferred Option 1 monthly benefit which would be payable as of the Member's Normal Retirement Date, including the value of any cost-of-living increases which may be applicable to the benefit at Normal Retirement Date, but excluding the value of any health insurance subsidy, as defined in Article V, Section J. For purposes of calculating the lump sum present value of the Member's deferred Option 1 monthly benefit, the assumptions for Actuarial Equivalence specified in Article II Section (3) shall be utilized. If a Member is married and electing this lump sum distribution option, he/she must have spousal consent to such an election in accordance with procedures established by the Plan Administrator. In addition, a lump sum payment under this Section D.2 shall be eligible for direct rollover in accordance with Article XIX, Section F.

3. Effective October 1, 2013 a Member whose employment is terminated in accordance with Article II, Section (41) on or after October 1, 2013 and who also meets the vesting requirements in accordance with subsection 2. above, and whose retirement benefit is not due to disability as defined in Article V, Section C. shall be eligible to elect, in the sole discretion of the Member, to receive an immediate lump sum cash payment which is the Actuarial Equivalent value of the Member's entire benefit under the Plan as described in Article V, Section E.1 Option 5.

4. A Member shall be deemed a terminated Member when termination of employment has occurred as provided in Article II, Section (41).

5. If, before retirement, a Member commits a felony specified by law and is found guilty of or enters a plea of no contest to such crime, or if such Member's employment was terminated as a result of an admission of committing, aiding, or abetting a specified crime, the Member's benefits under this Plan will be forfeited (except that any contributions made to the Plan by such Member shall be refunded to the Member). Such refund of the Member's contributions shall not receive any interest and shall represent only the amount of the Member's contributions. The forfeiture of benefits applies to any of the following job-related felony offenses:

    a. Committing, aiding or abetting an embezzlement of public funds or any grand theft from the Employer;

b. Committing bribery in connection with employment;

c. Committing any other felony specified in chapter 838, F.S. (bribery and misuse of public office), except Sections 838.15 and 838.16, F.S. (commercial bribes);

d. Committing any felony with intent to defraud the public or the Employer of the right to receive the faithful performance of duty or receiving or attempting to receive profit or advantage for the Member or another person through the use of the Member's position; or

e. Committing an impeachable offense (applies to elected officials only); or

f. Committing certain felony offenses against a minor through the use or attempted use of rights, privileges, duties or position of employment.

If a Member's designated Beneficiary is found guilty of intentionally killing or procuring the death of the Member, the Beneficiary shall forfeit all rights to any of the Member's benefits under the Plan. Any benefits payable would then be paid as if the Beneficiary died before the Member.

6. Any Member who, prior to retirement, is adjudged by a court of competent jurisdiction to have violated any state law against strikes by public Employees, or who has been found guilty by such court of violating any state law prohibiting strikes by public Employees, shall forfeit all rights and benefits under this Plan.

E. OPTIONAL FORMS OR RETIREMENT BENEFITS AND DISABILITY RETIREMENT BENEFITS

1. Prior to the receipt of his first monthly retirement payment, a Member shall elect to receive the retirement benefits to which he is entitled under Article V, section A, section B, section C, or section D, in accordance with one of the following options:

Option 1: The maximum retirement benefit payable to the Member during his lifetime.

Option 2: A decreased retirement benefit payable to the Member during his lifetime and, in the event of his death within a period of 10 years after his retirement, the same monthly amount payable for the balance of such 10-year period to his Beneficiary or, in case the Beneficiary *is* deceased, in accordance with subsection (7) below as though no Beneficiary had been named.

Option 3: A decreased retirement benefit payable during the joint lifetime of both the Member and his joint annuitant and which, after the death of either, shall continue during the lifetime of the survivor in the same amount; however, if the survivor is the joint annuitant, benefits are subject to the provisions of paragraph E.11. below.

Option 4: An adjusted retirement benefit payable during the joint lifetime of both the Member and his joint annuitant and which, after the death of either, shall continue during the lifetime of the survivor in an amount equal to 66 2/3 percent of the amount which was payable during the joint lifetime of the Member and his joint annuitant; however, if the survivor is the joint annuitant, benefits are subject to the provisions of paragraph E.11. below.

Option 5: A Member entitled to a benefit under Article V, Section A, B or D shall have the option to elect, in lieu of a monthly benefit as described under Options 1 through 4 above, to receive the lump sum present value of the monthly retirement benefit in one lump sum cash payment which is the Actuarial Equivalent value of the Member's entire benefit under the Plan. The value of the distribution payable to a Member electing a lump sum distribution shall be equal to the Actuarially Equivalent present value of the Members Option I monthly benefit which would be payable as of the Member's Normal Retirement Date, including the value of any cost-of-living increases which may be applicable to the benefit at Normal Retirement Date, but excluding the value of any health insurance subsidy, as defined in Article V, Section J. For purposes of calculating the lump sum present value of the Member's

Option I monthly benefit, the assumptions for Actuarial Equivalence specified in Article II Section (3) shall be utilized. A Member electing this lump sum distribution option must have spousal consent to such an election in accordance with procedures established by the Plan Administrator. In addition, a lump sum payment under this Option 5 shall be eligible for direct rollover in accordance with Article XIX, Section F.

2. The amount of benefit determined under Options 2, 3, or 4, shall be the actuarial equivalent of Option I using the assumptions for actuarial equivalence specified in Article II, (2).

3. The spouse of any Member who elects to receive the benefit provided under Option 1 or 2 or 5 shall be notified of and shall acknowledge any such election.

4. The benefit payable under any option stated above shall be the actuarial equivalent of the amount to which the Member was otherwise entitled.

5. A Member who elects Option 2 shall, in accordance with Article V, section G, designate one or more persons to receive the benefits payable in the event of his death. Such persons shall be the Beneficiaries of the Member. The Member may also designate one or more contingent Beneficiaries to receive any benefits remaining upon the death of the primary Beneficiary.

6. A Member who elects Option 3 or 4 shall, on a form provided for that purpose, designate his spouse or other dependent to receive the benefits which continue to be payable upon the death of the Member. Such person shall be the joint annuitant of the Member. After benefits have commenced under Option 3 or 4, a retired Member may change his designation of a joint annuitant only twice. If such a retired Member desires to change his designation of a joint annuitant, he shall file with the Plan Administrator a notarized "Change of Joint Annuitant" form and shall notify the former joint annuitant in writing of such change. Upon receipt of a completed Change of Joint Annuitant Form, the Plan Administrator shall adjust the Member's monthly benefit by the application of actuarial tables and calculations developed to ensure that the benefit paid is the actuarial equivalent of the present value of the Member's current benefit. The consent of a retired Member's first designated joint annuitant to any such change shall not be required.

7. The election of an option shall be null and void if the Member dies before the effective date of retirement.

8. A Member who elects to receive benefits under Option 3 may designate one or more qualified persons, either a spouse or other dependent, as his joint annuitant to receive the benefits after his death in whatever proportion he so assigns to each person named as joint annuitant.

9. Upon the death of a retired Member or Beneficiary receiving monthly benefits under this Plan, the monthly benefits shall be paid through the last day of the month of death and shall terminate, or be adjusted, if applicable, as of that date in accordance with the optional form of benefit selected at the time of retirement.

10. The option selected or determined for payment of benefits as provided in this section shall be final and irrevocable at the time a benefit payment is cashed or deposited.

11. Notwithstanding any provision of this Section E to the contrary, a joint annuitant who is (1) eligible to receive a death benefit under Option 3 or Option 4 in Section E(l) above and (2) the Member's natural or adopted child who is under age 25, or is physically or mentally disabled and incapable of self-support, regardless of age; and any other person other than the spouse for whom the Member is the legal guardian, provided that such person is under age 25 and is financially dependent for no less than one-half of his or her support from the Member at retirement or at the time of death of such Member, whichever occurs first, shall receive the maximum monthly benefit that would be payable to the Member. However, payment of such benefit shall cease the month the joint annuitant attains age 25 unless such joint annuitant is disabled and incapable of self-support, in which case, benefits shall cease when the joint annuitant is no longer disabled. The administrator shall require proof of disability or continued disability in the same manner as provided for a Member seeking or receiving a disability retirement benefit.

F. DEATH BENEFITS

1. If the employment of a Member is terminated by reason of his death prior to the completion of 6 years of Continuous Service, there shall be payable to his designated Beneficiary the Member's contributions, if any; without interest and upon the Member's designated Beneficiary's request. Such refund of the Member's contributions shall occur as soon as administratively feasible following receipt by the Plan Administrator of the request of such refund by the Member's designated Beneficiary.

2. If the employment of an active Member who may or may not have applied for retirement is terminated by reason of his death subsequent to the completion of 6 years of Continuous Service and prior to his effective date of retirement, if established, it shall be assumed that

the Member retired as of his date of death in accordance with Article V, Section A, if eligible for Normal Retirement Benefits, Article V, Section A(3), if eligible for benefits payable for dual normal retirement, or Article V, section B, if eligible for early retirement benefits. Benefits payable to the designated Beneficiary shall be as follows: For a Beneficiary who qualifies as a joint annuitant, the optional form of payment, provided in accordance with Option 3, of Article V, section E(1), shall be paid for the joint annuitant's lifetime. If the Beneficiary does not qualify as a joint annuitant, then that Beneficiary will receive no payments. Instead, payments shall be made to the spouse; or, if there is no spouse, to a child who qualifies as a joint annuitant.

3. If a retiring Member dies on or after the effective date of retirement, but prior to a benefit payment being cashed or deposited, benefits shall be paid as follows:

   a. For a designated Beneficiary who qualified as a joint annuitant, benefit shall be paid in the optional form of payment provided in Option 3 of Article V, Section E(1), for the joint annuitant's lifetime or, if the Member chose the optional form of payment

   b. provided in Option 2 of Article V, Section E(l), the joint annuitant may select the form provided in either Option 2 or Option 3 of Article V, section E(l). For a designated Beneficiary, who does not qualify as a joint annuitant, any benefits payable shall be paid as provided in the option selected by the Member; or if the Member has not selected an option, benefits shall be paid in the optional form of payment provided in Option 1 of Article V, Section E(1).

4. Notwithstanding any other provision in this Plan to the contrary, the surviving spouse of any Member killed in the line of duty may receive a monthly pension equal to one-half of the monthly salary being received by the Member at the time of death for the rest of the surviving spouse's lifetime. Benefits provided by this paragraph shall supersede any other distribution that may have been provided by the Member's designation of Beneficiary. If the surviving spouse of a Member killed in-the-line-of-duty dies, the monthly payments which would have been payable to such surviving spouse, had such surviving spouse lived, shall be paid for the use and benefit of such Member's minor child or children until the 18th birthday of the Member's youngest minor child.

   If a Member killed in-the-line-of-duty leaves no surviving spouse but is survived by a child or children under 18 years of age, the benefits provided in Section 4.a. above, normally payable to a surviving spouse, shall be paid for the use and benefit

of such Member's minor child or children under 18 years of age and unmarried until the 18th birthday of the Member's youngest minor child.

5. In the event of a Member’s death subsequent to the completion of 6 years of Continuous Service where this is no Beneficiary and no other benefit due to the Member or on the Member’s behalf, the Member’s contributions, if any, without interest shall be refunded, upon request, to the Member’s estate.

5. The surviving spouse or other dependent of any Member whose employment is terminated by death shall, upon application to the Plan Administrator, be permitted to pay the required contributions for any service performed by the Member which could have been claimed by the Member at the time of his death. Such service shall be added to the Creditable Service of the Member and shall be used in the calculation of any benefits which may be payable to the surviving spouse or other surviving dependent.

6. The designated Beneficiary, who is the surviving spouse or other dependent of a Member whose employment is terminated by death subsequent to the completion of 6 years of Continuous Service but prior to actual retirement, may elect to receive a deferred monthly benefit as if the Member had lived and had elected a deferred monthly benefit, as provided in Article V, Section D(2), calculated on the basis of the average final compensation and Creditable Service of the Member at his death and the age the Member would have attained on the commencement date of the deferred benefit elected by his Beneficiary, paid in accordance with Option 3 of Article V, section E.1.

G. DESIGNATION OF BENEFICIARIES

Each Member may designate, on a form provided for that purpose, signed and filed with the Plan Administrator, a choice of one or more persons, named sequentially or jointly, as his Beneficiary who shall receive the benefits, if any, which may be payable in the event of his death pursuant to the provisions of this Plan. If no Beneficiary is named in the manner provided above, or if no Beneficiary designated by the Member survives him, the Beneficiary shall be the spouse of the deceased, if living; otherwise, the Beneficiary shall be the Member's estate. The Beneficiary most recently designated by a Member on a form or letter filed with the Plan Administrator shall be the Beneficiary entitled to any benefits payable at the time of the Member's death, except benefits shall be paid as provided in Article V, Section F when death occurs in the line of duty.

H. EMPLOYMENT AFTER RETIREMENT: LIMITATIONS

1. Any person who is retired under this Plan, except under the disability retirement provisions of Article V, Section C, may be reemployed by the Employer after retirement and receive retirement benefits and compensation from the PHT without any limitations, except that a person may not receive both salary from reemployment and retirement benefits under this Plan for a period of one full calendar month immediately subsequent to the date of retirement.

2. Any person to whom the limitation in Section 1 immediately above applies, who violates such reemployment limitation and who is reemployed with the PHT before completion of the one full calendar month limitation period, shall give timely notice of this fact in writing to the PHT and shall have his retirement benefits suspended for one full calendar month. Any person employed in violation of this paragraph shall be liable for reimbursement to the Retirement Trust Fund of any benefits paid during the reemployment limitation period. To avoid liability, the PHT shall have a written statement from the retiree that he is not retired from the Plan. Any retirement benefits received while reemployed during this reemployment limitation period shall be repaid to the Retirement Trust Fund, and retirement benefits shall remain suspended until such repayment has been made. Benefits suspended beyond the reemployment limitation shall apply toward repayment of benefits received in violation of the reemployment limitation. The Plan Administrator shall notify the Member that benefits have been suspended.

3. The employment by the PHT of any retiree of the Plan shall have no effect on the Average Final Compensation or years of Creditable Service of the retiree used to calculate the initial retirement benefit.

4. The limitations of this section apply to reemployment in any capacity with the PHT.

I. FUTURE BENEFITS BASED ON ACTUARIAL DATA

It is the intent of the PHT that future benefit increases provided through this Plan shall be financed by adequate funding, and such funding shall be based on sound actuarial data as developed by the actuary. A Member who becomes eligible to retire and who has accumulated the maximum benefit of 100 percent of Average Final Compensation may continue in active service. Upon the Member's retirement, if the Member elects to receive a retirement benefit pursuant to Article V, section A or section C, section D, section E, or section F, the actuarial equivalent percentage factor applicable to the age of such Member at the time the Member reached the maximum benefit and to the age, at that time, of the Member's spouse shall determine the amount of benefits to be paid.

J. HEALTH INSURANCE SUBSIDY

The health insurance subsidy is a monthly supplemental payment that a Member may be eligible to receive, under payment Options 1, 2, 3 or 4, if he has health insurance coverage. This monthly payment is calculated by multiplying the total years of Creditable Service at retirement (up to a maximum of 30 years) by $5. The minimum monthly subsidy is $30 and the maximum is $150. For Employees who are also rehired with F.R.S. and are currently

receiving the Health Insurance Subsidy, the total combined amount between F.R.S. and PHT shall not exceed $150 per month.

ARTICLE VI
SUSPENSION OF BENEFITS AFTER RETIREMENT

A. Suspension of Benefits- If a Member's service continues after his normal retirement age, such Member's benefits will be suspended until the Member retires.

B. Suspension of Benefit: Rehires- If a person receiving benefits hereunder is rehired by the PHT, payment of those benefits will be suspended pursuant to Article V, Section H.

ARTICLE VII
COST-OF-LIVING ADJUSTMENT OF BENEFITS

A. The purpose of this section is to provide cost-of-living adjustments to the monthly benefits payable to all retired Members of the Plan.

B. The terms used in this section are defined as follows:

1. Standard Benefit means the monthly benefit calculated for normal retirement, early retirement, disability retirement, termination or death, and adjusted, if an optional form of benefit payment was elected by the Member, in the same ratio as his original benefit payment was adjusted. Such determination shall be made on the assumptions that:
   a. Creditable Service is the number of years of service for which benefits are provided by the Plan under which benefits are being paid; and
   b. Average Final Compensation is the compensation base on which benefits being paid were determined.

2. Initial Benefit means the first monthly benefit to a retiree or Beneficiary in accordance with the Plan.

C. On each January 1, commencing January 1997, the benefit of each retiree and annuitant shall be adjusted as follows:

1. For those retirees and annuitants who have never received a cost-of-living adjustment under this section, the amount of benefit payable for the 12-month period commencing on the adjustment date, shall be the sum of the Member's initial benefit and a percentage of the Member's standard benefit, such percentage to be equal to three times the number of months the Member has received an initial benefit divided by twelve, multiplied by a fraction, not greater than one, the numerator of which is the Member's number of years of Creditable Service before April 1, 2012 and the denominator of which is the Member's number of years of Creditable Service at the Member's retirement date in accordance with B(1) above.

2. For those retirees and annuitants who have received a cost-of-living adjustment under this section, the adjusted monthly benefit shall be the sum of the monthly benefit being received on December 31 immediately preceding the adjustment date, and a percent of this benefit, such percent equal to 3 percent multiplied by a fraction, not to exceed 1, the numerator of which is the Member's number of years of Creditable Service before April 1, 2012 and the denominator of which is the Member's number of years of Creditable Service at the Member's retirement date in accordance with B(l) above.

D. On each January 1, commencing with January 1, 2013, the benefit of each retiree and annuitant whose retirement benefits were subject to collective bargaining with SEIU, GSA, or AFSCME or whose retirement benefits were not collectively bargained prior to their retirement, shall be adjusted as follows:

1. For those retirees and annuitants who have never received a cost-of-living adjustment under this section, the amount of benefit payable for the 12-month period commencing on the adjustment date, shall be the sum of the Member's initial benefit and a percentage of the Member's standard benefit, such percentage to be equal to three times the number of months the Member has received an initial benefit divided by twelve, multiplied by a fraction, not greater than 1, the numerator of which is the Member's number of years of Creditable Service before April 1, 2012 and the denominator of which the Member's number of years of Creditable Service at the Member's retirement date in accordance with B.l. above.

2. For those retirees and annuitants who have received a cost-of-living adjustment under this section, the adjusted monthly benefit shall be the sum of the monthly benefit received on December 31 immediately preceding the adjustment date, and a percent of this benefit, such percent equal to 3 percent multiplied by a fraction, not to exceed 1, the numerator of which is the Member's number of years of Creditable Service before April 1, 2012 and the denominator of which is the Member's number of years of Creditable Service at the Member's retirement date and in accordance with B.l. above.

E. In no event shall a retiree's or annuitant's monthly retirement benefit be reduced below the minimum monthly benefit provided him under this Plan.

F. The initial benefit and standard benefit of a retiree who elected an optional form of benefit payment which provided for a percentage of the benefit to be continued to a Beneficiary after his death shall be reduced at the death of the retiree by application of the stated percentage.

G. The funds necessary to pay for the cost-of-living adjustment provided by this section shall be annually appropriated from the Retirement Trust Fund.

H. In no event shall the cost-of-living adjustment provided in this Article VII be applied to the Member's health insurance subsidy.

ARTICLE VIII
FUTURE SERVICE TO INCLUDE AUTHORIZED LEAVES OF ABSENCE

Future service of any Member as defined in Article II, Section 24 shall also include up to 2 work years of Creditable Service for authorized leaves of absence including leaves qualified under Family Medical Leave Act of 1993 (FMLA), if:

(1) The Member has completed a minimum of 6 years of Continuous Service, excluding periods of leave of absence;

(2) The leave of absence is authorized in writing by the PHT and approved by the Plan Administrator, and,

(3) The Member purchases service credit during the leave of absence, the cost of which shall be the cost of benefits accruing to the Member during the period of such leave, multiplied by his rate of monthly compensation in effect immediately prior to the commencement of such leave for each month of such period, plus 6.5 percent interest on such contributions, compounded annually each December 31 from the due date of the contribution to date of payment.

ARTICLE I X
RENEWED MEMBERSHIP IN SYSTEM

A. Except as otherwise provided herein, any retiree who commenced their benefit under this Plan (regardless of form of payment), who is subsequently employed in a Regularly Established Position with the PHT, shall be enrolled as a compulsory Member of the Regular Class of the Plan, and shall be entitled to receive a second career benefit, subject to the following conditions:

(1) (a) Such Member shall re-satisfy the age and service requirements for Membership as provided in the Plan;

(b) Such Member shall not be entitled to disability benefits, as provided herein; and

(c) Such Member must meet the reemployment after retirement limitations as provided in Article V, Section H

(2) No Creditable Service for which credit was received, or which remained unclaimed, at retirement, may be claimed or applied toward service credit earned following renewed Membership.

(3) Any renewed Member who is not receiving the maximum health insurance subsidy provided in Article V, Section J, shall be entitled to earn additional credit toward the maximum health insurance subsidy. Any additional subsidy, due because of such additional credit, shall be received only at the time of payment of the second career retirement benefit. In no case shall the total health insurance subsidy received by a retiree receiving benefits from initial and second career Membership exceed the maximum allowed herein.

(4) Notwithstanding the foregoing, if the Member was entitled to a deferred vested benefit and the Member has been paid a lump sum settlement, as provided in Article V, Section D.2 or D.3., then upon subsequent reemployment, the years of Creditable Service at the date of termination of the previous employment shall be restored only if the Member repays to the Plan, prior to the date that is five (5) years following the Member's reemployment date, the value of the prior lump-sum payment with interest at the rate determined by the Plan Administrator, calculated from the date of the lump sum payment to the date of repayment. If repayment is not made, years of Creditable Service shall not be restored, but the reemployed employee shall be eligible to participate in the Plan immediately upon reemployment and shall retain years of Continuous Service for vesting in future benefit accrual purposes only.

B. For any former Member who has terminated employment and has not commenced his benefit under the Plan (regardless of form of payment) and is later reemployed by the Employer, such Member

shall be entitled to the Member's Creditable Service as of the date of termination of employment and shall again participate and accrue benefits under the Plan as of the Member's reemployment date, in accordance with the terms of the Plan.

C. Notwithstanding anything in the Plan to the contrary, if a Member terminates employment and is subsequently reemployed and again becomes a Member of the Plan, the reemployed Member's Creditable Service with F.R.S., which was previously considered for purposes of vesting shall not again be included as Continuous Service for purposes of vesting.

ARTICLE X
CREDIT FOR WORKERS' COMPENSATION PAYMENT PERIODS

A Member of the retirement system created by this Plan who has been eligible or becomes eligible to receive Workers' Compensation payments for an injury or illness occurring during his employment while a Member of the Plan shall, upon his return to active employment with the PHT, for 1 calendar month or upon his approval for disability retirement in accordance with this Plan, receive full retirement credit for the period prior to such return to active employment or disability retirement for which the Workers' Compensation payments were received. However, no Member may receive retirement credit for any such period occurring after the earlier of the date maximum medical improvement has been attained as defined in Chapter 440.02(8), F.S. (1993) or the date termination has occurred, as defined herein.

ARTICLE XI
VOLUNTARY RESIDENCY SERVICE BUY-BACK

A. Buy-Back of Employer Residency Service immediately following employment as Resident Physician. Each Member who immediately prior to the Member's current participation in the Plan, was employed by the Employer as a Resident Physician, completed the residency program, and subsequently continued employment with the Employer with no gap in service, shall be provided the opportunity to receive Continuous Service and Creditable Service credit for the period of time during which such Member was employed as a Resident Physician with the Employer in accordance with this Article XII. Under this voluntary residency service buy-back option, eligible Members shall have the option to receive credit for service while a Resident Physician with the Employer so long as such eligible Member makes an Employee contribution to the Plan within the first year of employment following Residency in an amount that is equal to three percent of the Member's compensation received while employed as a Resident Physician along with interest at the rate determined by the Plan Administrator, in accordance with terms and procedures determined by the Pension Plan Committee. In addition, a Resident Physician who immediately transitions into an approved Fellowship program of up to two (2) years can execute a written statement expressing their intent to return to Jackson Health System within three (3) months after completion of the Fellowship. Upon hire, the resident will have a one-year opportunity to buy back the residency service in an amount equal to 3% of the Member's compensation received while employed as a Resident along with interest at the rate determined by the Plan Administrator, in accordance with terms and procedures determined by the Pension Plan Committee.

B. **Buy-Back of Employer Residency Service for Attending Physicians.** Each Attending Physician who is a Member and had prior medical residency with the Jackson Health shall be provided the opportunity to receive Continuous Service and Creditable Service credit for the period of time during which such Member was previously employed as a Resident Physician in accordance with this Article XII. Under this voluntary residency service buy-back option, eligible Members shall have the option to receive credit for service while a Resident Physician with the Employer so long as such eligible Member makes an Employee contribution to the Plan in an amount that is equal to six and one-half (6.5%) of the Member's compensation at the time such service is bought back, not to exceed the IRS Section 401(a)(17) pay limit for each year of service that is bought back. No more than 5 years of Employer medical residency service may be bought back and no service may be bought back if the Member already has received credit for such service.

ARTICLE XII
BENEFITS EXEMPT FROM TAXES AND EXECUTION

The benefits accrued to any person under the provisions of this Plan and the accumulated contributions, securities, or other investments in the Retirement Trust Fund hereby created, are exempt from any federal, state, county, or municipal tax of the state and shall not be subject to assignment, execution, or attachment prior to distribution.

ARTICLE XIII
ANNUAL REPORT TO BOARD CONCERNING THE PLAN

The Actuary shall make a written report to the Board on the operation and condition of the Plan each calendar year.

ARTICLE XIV
ANNUAL BENEFIT STATEMENT TO MEMBERS

Periodically, the Plan Administrator may provide each active Member of the Plan with an electronically-provided statement of benefits. Such statement shall provide the Member with basic data about the Member's retirement benefit, on an estimated basis. The Plan Administrator may also provide such statements electronically to Members with vested deferred benefits under the Plan.

ARTICLE XV
INVESTMENTS

The Board shall invest and reinvest available funds of the Retirement Trust Fund in accordance with the provisions of this Plan and local, state and federal laws.

ARTICLE XVI
APPLICABLE LAWS

The Plan will be governed by and construed according to the federal laws governing employee benefit plans qualified under the Internal Revenue Code and according to the laws of the state of Florida where such laws are not in conflict with the federal laws. Reference in this Plan to local, state and federal laws or agreements are intended to include such laws as they now exist or may hereafter be amended.

ARTICLE XVII
ADMINISTRATION OF PLAN

A. PLAN ADMINISTRATOR

The Plan Administrator shall be appointed by the President/CEO of the Public Health Trust, subject to approval of the Board. The Plan Administrator shall be responsible for the daily management and operation of the Plan, including without limitation:

1. Interpreting or construing the Plan and determining all questions which arise hereunder as to eligibility, continuity of employment and amounts of benefits;
2. Obtaining information from the employer with respect to its Employees as necessary to determine the rights and benefits of Members under the Plan;
3. Compiling and maintaining all records necessary for the Plan;
4. Authorizing the Trustee to make payment of all benefits as they become payable hereunder;
5. Making the initial determination with regard to the rights of Members and their legal representatives, or Beneficiaries under the terms of the Plan;
6. Adopting rules and regulations for the administration and implementation of the Plan, subject to approval by the Board. The Plan Administrator may, in a nondiscriminatory manner, reasonably extend time requirements of any notice or other requirements described in the Plan. Any such extension shall not obligate the Plan Administrator to waive any subsequent timing or other requirements for other Members; and
7. Complying with all the requirements of Chapter 112, Part VII, F.S., such as filing with the State of Florida Division of Retirement regularly scheduled actuarial reports; keeping accurate and accessible Member and Beneficiary records, and publishing summary plan descriptions which include actuarial information, on a regular basis.

B. THE PENSION PLAN COMMITTEE

1. Appointment. The Pension Plan Committee shall consist of the following voting members:
   a. Three (3) members from the PHT Board of Trustees
   b. One (1) union representative
   c. One (1) member at Large
   d. President/CEO Jackson Health System
   e. Executive Vice President/CFO - Jackson Health System

2. Duties and Responsibilities: The Pension Plan Committee shall be responsible for having oversight over the administration of the Plan including without limitation:
   a. Monitoring the operational status of the Plan,
   b. Recommending to the Board, investment policies for assets held in the Retirement Trust Fund and reviewing quarterly investment reports provided by the Trustee,
   c. Advising the Board of the need for professional services and reviewing proposals of companies offering such professional services, and
   d. Causing an actuarial study of the Plan to be made at least once every 3 years and reporting the results of such study to the Board as soon as practicable. Such study shall, at a minimum, conform to the requirements of Section 112.63, F.S.

3. Transacting Business: A majority of the Members composing the Pension Plan Committee shall be necessary and sufficient to constitute a quorum for the transaction of business. The Pension Plan Committee shall not act except by decision approved by a majority of those Members present, The Pension Plan Committee shall record all action taken by it.

4. Interested Members: No Member of the Pension Plan Committee shall participate in or vote on any action of the Committee which involves a matter which applies solely to that Member.

C. THE BOARD

The Board shall retain ultimate authority and responsibility over the Plan, its assets and liabilities.

D. TRUSTEE

The Trustee, if any, shall have responsibility for the care, custody and management of Plan assets in accordance with the policies and directives of the Board and in accordance with local, state and federal laws. The Trustee may, as directed, hold, invest, and re-invest contributions made by PHT or Members together with interest and other income and pay the retirement benefits provided by the Plan. The Trustee shall, subject to the authority or direction of PHT or any investment advisor designated to direct investment and re-investment of the Retirement Trust Fund, be solely

responsible for the investment and re-investment of the assets of the Retirement Trust Fund and shall have sole discretion as to the securities in which such funds shall be invested and re-invested, and shall be responsible for setting investment policies associated with the assets of the Retirement Trust Fund.

E. PAYMENT OF EXPENSES

The compensation or fees of trustees, consultants, actuaries, accountants, and other specialists and any other costs associated with administering the Plan or the Retirement Trust Fund will be paid out of the Retirement Trust Fund unless, at the discretion of the PHT, paid by the PHT.

F. INDEMNIFICATION

All members of the Board, and/or the Pension Plan Committee (PPC), shall use ordinary care and diligence in the performance of their duties pertaining to the Plan, but no member shall incur any liability: (1) by virtue of any contract, agreement, bond or other instrument made or executed by him or on his behalf as a member of the Board and/or Pension Plan Committee (PPC), (2) for any act or failure to act, or any mistake or judgment made, by him with respect to the business of the Plan, unless resulting from his gross negligence or willful misconduct, or (3) for the neglect, omission or wrongdoing of any other member of the Board and/or Pension Plan Committee (PPC) or of any person employed or retained by the Board and/or Pension Plan Committee (PPC). To the maximum extent permitted by applicable Florida law, the Employer shall indemnify and hold harmless each member from the effects and consequences of his acts, omissions and conduct in his official capacity with respect to the Plan, except to the extent that such effects and consequences shall result from his own willful misconduct or gross negligence.

ARTICLE XVIII
NOTICE; CLAIM PROCEDURES; INDEPENDENT HEARING

A. APPLICATION

Any Member or Beneficiary may submit a written application, on a form provided for such purpose, to the Plan Administrator for payment of any benefit claimed to be due to him under the Plan. Such application shall set forth the nature of the claim and any information or documentation as the Plan Administrator may reasonably request. Upon receipt of any such application, the Plan Administrator shall determine whether or not the Member or Beneficiary is entitled to the benefit hereunder and to what extent.

B. DENIAL OF CLAIM NOTICE PROCEDURES

If a claim is denied, in whole or in part, or other action is to be taken such as discontinuance or suspension of benefits, the Plan Administrator shall give written notice to any Member, Beneficiary, or their counsel, of the proposed action or the decision to deny benefits.

i. The notice shall contain a summary of the factual, legal, and/or policy grounds for the Plan Administrator's decision; a specific reference or references to pertinent Plan provisions on which such decision is based; and a description of any additional material or information necessary for claimant to perfect the claim.

ii. Such notice shall be given within ninety (90) days after receipt of the Member's or Beneficiary's application unless special circumstances require an extension for processing the claim. In no event shall such extension exceed a period of an additional ninety (90) days from the end of such initial review period.

iii. The notice will be delivered to the claimant or sent to the claimant's last known address by personal delivery or first-class mail.

C. OBJECTIONS: PLAN ADMINISTRATOR'S RECONSIDERATION

A Member Beneficiary, or their counsel may request reconsideration, submit objections, and/or request only an independent hearing where the Plan Administrator has made a written decision on the merits respecting discontinuance or benefits or applications for benefits by a Member or Beneficiary or wherein the Plan Administrator has failed to make such decision within the time limits set forth in Article XIX, Section B(2).

1. Within sixty (60) days after receipt of notice of denial of benefits or proposed action, a Member, Beneficiary or their counsel, may submit a written objection and Request for Review of the Plan Administrator's decision and provide to the Plan Administrator written evidence

in opposition to the proposed action or refusal of benefits or a written statement challenging the grounds upon which the Plan Administrator relies.

2. Within twenty-one (21) days after receipt of such a written request for review, the Plan Administrator shall reconsider the application and provide written notice, as specified in Article XIX, Section B(l), to the claimant that his decision has changed or that the claimant's objections have been overruled and of claimant's right to appeal such decision to a hearing examiner as provided in Article XIX, Section D.

D. INDEPENDENT HEARING

1. If claimant is not satisfied with the Plan Administrator's final decision, claimant may request in writing, within 21 days after receipt of Plan Administrator's final notification, a request for an appeal before an independent hearing examiner to the Director of Human Resources of the PHT who shall make appropriate arrangements for such an independent hearing.

2. The independent hearing shall be scheduled within sixty (60) days from the time the notice of appeal is received by the Director of Human Resources unless the claimant requests additional time.

3. The hearing examiner shall conduct a hearing after notice of the Plan Administrator’s final decision and shall transmit his findings-of-facts, conclusions, and any recommendations together with a transcript of all evidence taken before him and all exhibits received by him to the President/CEO of the PHT who may sustain, reverse or modify the Plan Administrator's final decision.

4. Such hearing shall be conducted, insofar as is practicable, in accordance with the rules of civil procedure governing the procedure in the circuit court, except as may be provided by rules adopted by the Board.

5. Any interested party may bring such witnesses and records to such hearings as deemed appropriate.

E. CONCLUSIVENESS OF ACTION

1. The President/CEO of the PHT's decision shall be conclusive and subject to review only by certiorari in the Circuit Court, in accordance with Florida appellate rules.

2. The President/CEO of the PHT shall reach his decision within twenty-one (21) days from receipt of the hearing examiner's recommendations. In the event, the President/CEO fails to reach a decision within such time, then the President/CEO is deemed to have adopted the hearing examiner's recommendations as his own.

ARTICLE XIX
STATEMENTS OF PURPOSE AND INTENT AND OTHER PROVISIONS REQUIRED FOR QUALIFICATION UNDER THE INTERNAL REVENUE CODE OF THE UNITED STATES

Any other provision in this Plan to the contrary notwithstanding, it is specifically provided that:

A. The purpose of this Plan is to provide pension benefits for the exclusive benefit of the Member Employees or their Beneficiaries.

B. No part of the principal or income of the Trust Fund created hereunder shall be used or diverted for purposes other than for the exclusive benefit of the Member Employees or their Beneficiaries and for the payment of administrative costs.

C. Forfeitures, if any, shall not be applied to increase the benefits any Member Employee would otherwise receive under this Plan.

D. Upon termination or partial termination, abandonment, or merger, or upon consolidation or amendment of this Plan, the rights of all affected Employees to benefits accrued as of the date of any of the foregoing events, or the amounts credited to the account of any Member Employee, shall be and continue thereafter to be nonforfeitable except as otherwise provided by law.

E. Effective for limitation years beginning on and after January 1, 2008:

LIMITATION ON BENEFITS

a. No benefit hereunder shall exceed the maximum amount allowable by law for qualified pension plans under existing or hereafter-enacted provisions of the U.S. Internal Revenue Code (Code), including section 415.

1. In no event shall the annual benefit payable to any Member exceed the maximum annual pension described below. If the benefit the Member would otherwise accrue in a limitation year would produce an annual benefit in excess of the maximum annual pension, the benefit will be limited (or the rate of accrual reduced) to a benefit that does not exceed such limit.

2. Notwithstanding any other provision of this Plan, the maximum annual pension payable in the form of a single life annuity under this Plan is a dollar maximum equal to the dollar limitation set forth in section 415(b)(1)(A) of the Code. Effective each January 1, the dollar maximum will be adjusted automatically under Code section 415(d) to the new dollar maximum determined by the Commissioner of Internal Revenue for that calendar year.

3. If the benefit payable to a Member commences prior to age sixty-two (62), the dollar maximum shall be the lesser of: (A) the dollar maximum multiplied by the ratio of the annual amount of the straight life annuity commencing at his annuity starting date, over the annual amount of the straight life annuity commencing at age sixty-two (62) (both determined without regard to the Code section 415 limits), or (B) such limit, after the application of an actuarially equivalent reduction from age sixty-two (62) to the Member's age as of his annuity starting date, using a five percent (5%) interest rate assumption and the applicable mortality table described in Code section 41 7(e)(3)(B) (expressing the Member's age based on completed calendar months as of the annuity starting date). No adjustment shall be made to reflect the probability of a Member's death after the annuity starting date and before age sixty-two (62). The limitation shall not be reduced to less than an annual benefit which is the actuarial equivalent of an annual benefit of $75,000 beginning at age 55 for determinations prior to January 1, 2002.

4. If the benefit payable to a Member commences after age sixty-five (65), the dollar maximum shall be the lesser of: (A) the dollar maximum multiplied by the ratio of the annual amount of the immediately commencing straight life annuity payable to the Member (disregarding accruals after age sixty-five (65)) using the actuarial adjustments as defined in Article II over the annual amount of the straight life annuity that would have been payable at age sixty-five (65), or (B) the dollar maximum actuarially increased using a five percent (5%) interest rate assumption and the applicable mortality table described in Code section 417(e)(3)(B) (expressing the Member's age based on completed calendar months as of the annuity starting date). The probability of the Member dying after age sixty-five (65) and before the age at which the payment of benefit would commence shall not be taken into account in increasing the dollar limitation under this paragraph.

5. The term annual pension as used in this section shall mean a pension payable annually in the form of a straight life annuity.

    i. If the benefit payable to a Member is in a form other than a straight life annuity and it is not payable in a form to which Code section 417(e)(3) applies, then the benefit, for purposes of applying the limitation in section (a) above shall be adjusted to an actuarial equivalent straight life annuity that equals the greater of:

A. the annual amount of the straight life annuity commencing at the same annuity starting date as the form of benefit payable to the Member using the Plan's factors for determining actuarial equivalence, and

B. the annual amount of a straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member computed using an interest rate of five percent (5%) and the applicable mortality table under Code section 417(e)(3)(B).

ii. If the benefit is payable in a form to which Code section 417(e)(3) applies, then the benefit, for purpose of applying the limitation in section (a) above shall be adjusted to an actuarially equivalent straight life annuity that equals the annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using whichever of the following produces the greatest annual amount:

A. the interest rate and mortality table as specified in Article II of the Plan,

B. five and one-half percent (5.5%) interest assumption and the applicable mortality table as described in Code section 417(e)(3)(B), or the applicable interest rate under Code section

C. 417(e)(3)(C) and the applicable mortality table described in Code section 417(e)(3)(B), divided by I.OS.

iii. Notwithstanding the foregoing, for a benefit that has an annuity starting date in 2004 or 2005, the actuarially equivalent straight life annuity benefit shall be the greater of:

A. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the Plan's actuarial equivalence factors, or

B. The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one-half percent (5.5%) interest assumption and the applicable mortality table for the distribution under Treasury Regulation section 1.417(e)-1(d)(2).

Benefits with an annuity starting date in 2004 shall be calculated in accordance with the requirements of Notice 2004-78, the terms of which are hereby incorporated by reference.

6. The limitations specified in this section shall be deemed not to have been exceeded if the pension payable with respect to a Member or former Member under this Plan and under all other defined benefit plans ever maintained by the Plan sponsor and affiliates does not exceed $10,000 (or such other amount as determined in (g) below, if it applies) for the plan year, or for any prior plan year; and the Plan sponsor and affiliates have not at any time maintained a defined contribution plan in which the Member or former Member participated.

7. If the Member has fewer than 10 years of participation in the Plan, the dollar maximum, and the amount in (f) above, shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan and the denominator of which is 10.

8. In the event the limitations provided herein become applicable to a Member who is entitled to a pension under more than one defined benefit plan maintained by the Plan sponsor or an affiliate, the administrators under the plans concerned shall develop uniform rules for ratably reducing the individual pensions and apportioning amounts between or among the plans so that the aggregate amount of such pensions does not exceed the limitations provided in this section.

9. For purposes of applying the benefit limitations set forth in this section, the "limitation year" (as such term is defined in section 1.415-2(b) of the Code) shall be the calendar year and "compensation" shall be as defined in Code section 415(c) and the regulations issued thereunder. At no time shall "compensation" used for purposes of this section ever exceed the limitation then in effect under section 40l (a)(17) of the Code. For purposes of this section in determining compensation, amounts under Code section 125 include any amounts not available to a Member in lieu of group health coverage because the Member is unable to certify that he has other health coverage. An amount will be treated as an amount under Code section 125 only if the employer does not request or collect information regarding the Member's other health coverage as part of the enrollment process for any health plan. Effective January 1, 2008, in no event shall compensation include severance pay. However, if includible in annual compensation, the payment of regular compensation for services during the Member's regular working hours or for services outside of regular working hours such as overtime, shift

differential, bonuses or other similar payments, if the amount would have been paid before severance from employment had the Member not had a severance from employment, shall be included in annual compensation if paid by the later of 2 ½ months after the date of severance from employment or the end of the limitation year that includes the date of severance from employment and if the amounts would have been included in annual compensation had they been paid before the severance from employment. Effective January 1, 2009, compensation for purposes of this section shall include any differential wage payments, as defined in section 3401 (h) of the Code, paid to a Member during a period of qualified military service, as defined in section 414(u) of the Code.

10. For purposes of applying the limitations set forth in this section, all qualified defined benefit plans (whether or not terminated) ever maintained by the controlled group shall be treated as one defined benefit plan and all qualified defined contribution plans (whether or not terminated) ever maintained by the controlled group shall be treated as one defined contribution plan. As used herein, controlled group shall be construed in the light of sections 414(b) and (c) of the Code, as modified by section 415(h) of the Code.

11. Notwithstanding anything contained in this section to the contrary, the limitations, adjustments and other requirements shall at all times comply with the provisions of section 415 of the Code and the regulations promulgated thereunder, the terms of which are specifically incorporated herein by reference.

F. DIRECT ROLLOVER

1. A Member who receives distribution of his benefit in a form which qualifies as an eligible rollover distribution, (as defined in paragraph (d)(l) below) may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of that distribution paid directly to any eligible retirement plan (as defined in paragraph (d)(2) below). This option shall apply only to a distributee (as defined in paragraph (d)(3) below). The following rules and definitions shall apply with respect to direct rollovers under this section.
   a. A distributee who is reasonably expected to have an eligible rollover distribution during the calendar year that totals less than $200 may not elect a direct rollover under this section.
   b. If a distributee elects a direct rollover of a portion of an eligible rollover distribution, that portion must be equal to at least $500.
   c. If a distributee does not make an election with respect to an eligible rollover distribution as

of his benefit commencement date he will be treated as not having elected a direct rollover under this section.

d. Definitions

1. Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee other than: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under section 40l (a)(9) of the Internal Revenue Code; and (iii) any portion of a hardship withdrawal. In addition, a portion of such distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Internal Revenue Code, respectively, or (for distributions on and after January 1, 2008) to a Roth IRA described in section 408A of the Internal Revenue Code, to a qualified trust defined in section 40 I (a) of the Internal Revenue Code or to an annuity contract described in section 403(b) of the Internal Revenue Code provided such account, annuity, IRA, trust or annuity contract agrees to separately account for amounts so transferred, including separately accounting for the portion of such distributions which is includible in gross income and the portion of such distribution which is not so includible. An eligible rollover distribution with respect to a distributee who is not the employee's or former employee's spouse must be made by a direct trustee-to-trustee transfer.

2. Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. An eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state or an agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred

into such plan from this Plan. The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

3. Distributee: A distributee includes an employee or former employee. In addition, such an individual 's surviving spouse or such an individual 's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 4l4(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions on or after January 1, 2010, the term distributee also shall include an employee's or former employee's designated beneficiary who is not the employee's or former employee's spouse or former spouse.

4. Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

G. REQUIRED DISTRIBUTIONS

1. Notwithstanding any inconsistent provisions of the Plan and effective January 1, 2003, all distributions under the Plan shall be made in accordance with Internal Revenue Code section 401(a)(9), including the incidental death benefit requirements of Internal Revenue Code section 401(a)(9)(G), and Treasury Regulations sections 1.40I (a)(9)-1 through 1.401(a)(9)-9, as applicable to governmental plans, which are incorporated herein by reference. Specifically, distribution of the Member's pension shall:
   a. be completed no later than the required beginning date; or
   b. commence not later than the required beginning date with distribution to the Member made over the life of the Member or joint lives of the Member and a designated beneficiary or a period not longer than the life expectancy of the Member or the life expectancies of the Member and a designated beneficiary.
   c. For purposes of this section, required beginning date shall mean April 1 of the calendar year following the later of the calendar year in which the Member retires or
      i. attains age 70½ (effective prior to January 1, 2024) and
      ii. attains age 73 (effective January 1, 2024)
   d. Distributions, if not made in a lump sum, may only be made over one of the following periods (or a combination thereof): the life of the Member; the life of the Member and a designated beneficiary; a period certain not extending beyond the life expectancy of

the Member; or a period certain not extending beyond the joint and last survivor expectancy of the Member and a designated beneficiary.

e. In the event that a Member fails to submit a written application to the Plan Administrator for payment of a Plan benefit by the Member's required beginning date, such Member's benefit shall be distributed without the Member's election based on the normal form or period of distribution at the Member's required beginning date and based upon the Member's recorded marital status with the Plan Administrator at such time. To the extent marital status cannot be determined, the distribution will be made over the life of the Member.

f. If the Member dies after distribution of his retirement or deferred vested pension benefit has commenced, the remaining portion of such benefit will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Member's death. If the distribution to the Member was in the form of a period certain and life option and if no designated beneficiary survives the guaranteed period, the Member's spouse (or in the absence of a surviving spouse, the Member's estate) shall be deemed to be the beneficiary of such deceased Member. The commuted value of any remaining periodic payments may be paid in a lump sum at the election of such beneficiary.

g. In the event that a Member dies prior to the date that distribution commences:

1. any portion of the Member's interest that is payable to a designated beneficiary who is not the Member's surviving spouse shall begin by December 31st of the calendar year immediately following the calendar year of the Member's death, or

2. any portion of the Member's interest that is payable to a designated beneficiary that is the Member's surviving spouse shall begin by December 31st of the calendar year following the calendar year of the Member's death or, not later than the last day of the later of the calendar year in which the Member would have attained age 70½ (age 73 effective January 1, 2024) , or the calendar year following the calendar year which includes the date of the Member's death, or

3. if there is no designated beneficiary as of September 30th of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31st of the calendar year containing the 5th anniversary of the Member's death.

H. The provisions of this section are declaratory of the intent upon the original adoption of this Plan and are hereby deemed to have been in effect from such date.

ARTICLE XX
FUNDING POLICY AND CONTRIBUTIONS

A. PHT's Contributions

The PHT intends to make contributions to fund this Plan at such times and in such amounts as the Actuary shall certify to the Board as being no less than the amounts required to be contributed under Section 112, F.S. Any actuarial gains arising under the Plan shall be used to reduce future PHT contributions to the Plan and shall not be applied to increase retirement benefits with respect to remaining Members.

B. Member's Contributions

Prior to March 23, 2012, Member contributions to the Retirement Trust Fund are not permitted except for the purchase of certain service credits as provided herein.

Effective with paycheck date of March 23, 2012, each Employee, who is a Member of the Plan and whose retirement benefits are subject to collective bargaining with SEIU or GSA, and effective April 20, 2012 for each Employee who is a Member of the Plan and whose retirement benefits are subjective to collective bargaining with AFSCME, and effective with a paycheck date of April 20, 2012 for any other Employee who is a Member of the Plan whose benefits are not collectively bargained, shall be required to contribute three percent (3.00%) of their Compensation to the Plan. The PHT shall deduct the contribution from the Employee's Compensation for each pay period ending on or after March 17, 2012 for Plan Members covered by SEIU or GSA and for each pay period on or after April 14, 2012 for all other Plan Members covered by AFSCME and for all other Plan Members whose retirement benefits are not collectively bargained; all contributions shall be submitted to the Trustee. These contributions shall be reported as Employer-paid Employee contributions, and credited to the account of the Employee. The contributions shall be deducted from the Employee's Compensation before the computation of applicable federal taxes under 26 U .S.C.S.414(h)(2). The PHT specifies that the contributions, although designated as Employee contributions, are being paid by the PHT in lieu of contributions by the Employee. The Employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the PHT to the Plan. Such contributions are mandatory and each Employee is considered to have consented to payroll deductions. Payment of an Employee's salary or wages, less the three percent (3.00%) of Compensation contribution, is a full and complete discharge and satisfaction of all claims and demands for services rendered by Employee during the period covered by the payment, except their claims to the benefits to which they may be entitled under the Plan.

ARTICLE XXI
AMENDMENT, TERMINATION AND MERGER OF THE PLAN

A. Right to Amend the Plan

The Board reserves the right to modify, alter or amend this Plan from time to time to any extent that it may deem advisable including, but without limiting the generality of the foregoing, any amendment deemed necessary to ensure the continued qualification of the Plan under Section 401 of the Internal Revenue Code or the appropriate provisions of any subsequent revenue law made to ensure continued compliance with Chapter 112, F.S. No such amendment shall increase the duties or responsibilities of the Trustee without its consent thereto in writing. No such amendment(s) shall have the effect of reinvesting in the PHT the whole or any part of the principal or income of the Retirement Trustee Fund or to allow any portion of the principal or income of the Retirement Trust Fund to be used for any purposes other than for the exclusive benefit of Members or Beneficiaries any time prior to the satisfaction of all the liabilities under the Plan with respect to such persons. No amendment shall:

a. reduce a Member's accrued benefit *on* the effective date of the Plan amendment

b. eliminate or reduce an early retirement benefit, retirement-type subsidy or an optional form of benefit under the Plan with respect to the Member's accrued benefit on the date of the amendment, or

c. reduce a retired Member's retirement benefit as of the effective date of the amendment.

B. Right to Terminate the Plan

The PHT shall have the right to terminate this Plan at any time. In the event of such termination all affected Members shall be 100% vested.

C. Allocation of Assets and Surplus

In the event the Plan shall be terminated as provided above, the then present value of retirement benefits vested in each Member shall be determined as of discontinuance date, and the assets then held by the Trustee, as reserves for benefits for Members, joint annuitants or Beneficiaries under this Plan shall be allocated, to the extent that they shall be sufficient, after providing for expenses for administration, to Plan Members. The retirement benefits, for which funds have been allocated, shall be provided through the continuance of the existing Fund arrangements or through a new instrument entered into for that purpose. They shall be paid either in a lump sum or in equal monthly installments through the purchase of a nontransferable annuity contract(s).

After all liabilities of the Plan have been satisfied with respect to all Members so affected by the Plan's termination, the PHT shall be entitled to any balance of Plan assets which shall remain.

ARTICLE XXII
MISCELLANEOUS

A. Limitation on Distributions

Notwithstanding any provision of this Plan regarding payment to Beneficiaries or Members, or any other person, the Plan Administrator may withhold payment to any person if the Plan Administrator determines that such payment may expose the Plan to conflicting claims for payment. As a condition for any payments, the Plan Administrator may require such consent, representations, releases, waivers or other information as he deems appropriate

B. Limitations on Reversion of Contributions

Except as provided in Subsections 1 and 2 below, PHT contributions made under the Plan will be held for the exclusive benefit of Members, joint annuitants or Beneficiaries and may not revert to the PHT.

1. A contribution made by the PHT, under a "mistake-of-fact", may be returned to the PHT within one (1) year after it is contributed to the Plan, to the extent that it exceeds the amount which would have been contributed, absent the "mistake-of-fact".

2. A contribution conditioned on the Plan's initial qualification under Sections 40l (a) and 50l (a) of the Internal Revenue Code may be returned to the PHT if the Plan does not qualify, within one (1) year after the date the Plan is denied qualification, provided the PHT shall hold such funds in a separate PHT account solely for the benefit of Members and Beneficiaries until such time as the Plan is qualified.

Earnings attributable to amount which may be returned to the PHT pursuant to this section may not be distributed, but in the event that there are losses attributable to such amounts, the amount returned to the PHT shall be reduced by the amount of such losses.

C. Scope of Plan

Neither the establishment of the Plan nor any Plan amendment nor the creation of any fund or account, nor the payment of any benefits will be construed as giving any PHT Employee or any person legal or equitable right against the PHT, any trustee, or the Plan Administrator unless specifically provided for in this Plan. Such actions will not be construed as giving any Employee or Member the right to be retained in the service of the PHT. All Employees and/or Members will remain subject to discharge to the same extent as though this Plan had not been established.

D. Nonalienation of Benefits

Members and Beneficiaries are entitled to all the benefits specifically set out under the terms of the Plan, but neither those benefits nor any of the property rights in the Plan are assignable or distributable to any creditor or other claimant of a Member or Beneficiary. A Member will not have the right to anticipate, assign, pledge, accelerate, or in any way dispose of or encumber any of the monies or benefits or other property that may be payable or become payable to such Member or his Beneficiary. However, the Plan Administrator shall recognize and comply with a valid Qualified Domestic Relations Order as defined in Section 414(p) of the Internal Revenue Code.

E. Missing Persons

If the Plan Administrator is unable, after reasonable and diligent effort, to locate a Member, joint annuitant, or Beneficiary where no contingent Beneficiary is provided under the Plan, and who is entitled to a distribution under said Plan, the distribution due such person may be forfeited. If, however, such a person later files a claim for such benefit, it will be reinstated without any interest earned thereon. In the event that a distribution is due to a Beneficiary where a contingent Beneficiary is provided under the Plan (including the situation in which the contingent Beneficiary is deemed to be the Member's estate), and the Plan Administrator is unable, after reasonable and diligent effort, to locate the Beneficiary, the benefit shall be payable to the contingent Beneficiary, if any, and such non-locatable Beneficiary shall have no further claim or interest hereunder. Notification by certified or registered mail to the last known address of the Member or Beneficiary will be deemed a reasonable and diligent effort to locate such person.

F. Limitation of Third Party Rights

Nothing expressed or implied in the Plan is intended or will be construed to confer upon or give to any person, firm, or association other than the PHT, the Members or Beneficiaries, and their successors in interest, any right, remedy, or claim under or by reason of this Plan except pursuant to a Qualified Domestic Relations Order as defined in Section 414(p) of the Internal Revenue Code.

G. Invalid Provisions

In case any provision of this Plan is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan. The Plan will be construed and enforced as if the illegal and invalid provisions had never been included.

H. One Plan

This Plan may be executed in any number of counterparts, each of which will be deemed an original and the counterparts will constitute one and the same instrument and may be sufficiently evidenced by any one counterpart.

I. Use and Form of Words

Whenever any words are used herein in the masculine gender, they will be construed as though they were also used in the feminine gender in all cases where that gender would apply, and vice versa. Whenever any words are used herein in the singular form, they will be construed as though they were also used in the plural form in all cases where the plural form would apply, and vice versa.

J. Headings

Headings to Articles and Sections are inserted solely for convenience and reference, and in the case of any conflict, the text, rather than the headings, shall control.

K. Notwithstanding the provisions of this Plan to the contrary, the net increase, if any, in unfunded liability under the Plan arising from significant plan amendments adopted or changes in actuarial assumptions, changes in funding method or actuarial gains or losses shall be amortized within 30 plan years, in accordance with s. 112.64, F.S.

L. The names and addresses of retirees are, to the extent allowed by law, confidential. However, the Plan Administrator may provide the names and addresses of retirees to a bargaining agent as defined in s. 447.203 (12), F.S., or to a retiree organization for official business use. Lists of names or addresses of retirees may be exchanged by public agencies, but to the extent allowed by law, such lists shall not be provided to, or open for inspection by, the public. Any person may view or copy any individual's retirement records at the PHT, one record at a time, or may obtain information by a separate written request for a named individual for which information is desired. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.14, F.S.

M. Non-discrimination

The Plan shall not discriminate in its benefit formula based on color, national origin, sex, or marital status of a Member or Beneficiary. The Plan shall not discriminate in its benefit formula based on age and disability except as provided in Article V and Article X, section (I) (b).

IN WITNESS WHEREOF, THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA has adopted this Plan in Miami, Florida on this _____day of _____,2019.

THE PUBLIC HEALTH TRUST OF MIAMI-MIAMI-DADE COUNTY, FLORIDA
AND JACKSON HEALTH SYSTEM

By: _____

President and
Chief Executive Officer

By: _____

Chairman
Public Health Trust
Jackson Health System
THE PUBLIC HEALTH TRUST OF MIAMI-MIAMI-DADE COUNTY, FLORIDA
AND JACKSON HEALTH SYSTEM

APPENDIX 1

2019 EARLY RETIREMENT ACCEPTANCE PROGRAM

Notwithstanding any provision in the Plan to the contrary, certain Plan Members are eligible to participate in the Early Retirement Acceptance Program ("ERA"), under the terms described in this Appendix 1.

1A. The Members identified on the Appendix 1 Exhibit are eligible for participation in the ERA, in accordance with the terms set forth in this Appendix 1. Herein, those Members are referred to as ERA Eligible Members. Generally, ERA Eligible Members were determined based on department of employment and job classification and offered to those Members who will attain their Normal Retirement Date within three years of September 30, 2019.

1B. The ERA will be offered in 2019 to all ERA Eligible Members; however, an ERA Eligible Member's participation in the ERA is voluntary and ERA Eligible Members may choose not to participate in the ERA.

1. An ERA Eligible Member must elect participation by completing an ERA Application Form by the date indicated in the offer. Once an election to participate has been made by an ERA Eligible Member, the ERA Eligible Member shall have 7 days to revoke the election by submitting a written revocation to the Plan Administrator.

2. Upon receipt of the ERA Eligible Member's election form, which indicates the Member's election to participate in the ERA, confirmation of their participation and the ERA Eligible Member's last date of employment will be provided to the ERA Eligible Member. At that point, the ERA Eligible Member's election shall become irrevocable. ERA Eligible Members who have elected to participate in the ERA and have received the confirmation described herein are referred to as ERA Members.

1C. ERA Members shall receive enhanced retirement benefits from the Plan, as described in this Section 1C.

1. An ERA Member shall be eligible to receive a flat dollar amount in addition to the ERA Member's benefit under the Plan. The amount of the additional benefit will be communicated to the ERA Eligible Member during the election process.

a. The specified amount, based on the ERA Member's base rate of pay as of January 1, 2019, is:

i. $10,000 if base pay is under $50,000

ii. $20,000 if base pay is more than $50,000 but less than $100,000; or

iii. $30,000 if base pay is $100,000 or greater.

b. The specified amount may be taken as a one time, lump sum payment by the ERA Member or the specified amount can constitute an additional accrual to the ERA Member's Accrued Benefit.

2. Notwithstanding anything in the Plan to the contrary or an ERA Member's eligibility to receive a Normal Retirement Benefit, ERA Members shall be eligible to receive their Normal Retirement Benefit, as determined in accordance with Article V, Section A, without any reduction for early retirement otherwise provided for in Article II, Section 17.

1D. In the event that an ERA Member dies after accepting the offer for ERA participation but prior to the Member's benefit commencement date, as indicated in the Member's ERA Application Form, the ERA Member's election to participate in the ERA shall be null and void; any benefit due to the Member shall be determined and payable under the Plan as if the Member had not made an election to participate in the ERA.

1E. Unless otherwise specifically provided to the contrary in this Appendix 1, the terms and conditions set forth in the Plan remain applicable to the ERA and the benefit paid to, or on behalf of, ERA Members.

APPENDIX 1, EXHIBIT

EARLY RETIREMENT ACCEPTANCE PROGRAM

Participants, represented by the employee identification number maintained by Jackson Health System, eligible for the Early Retirement Acceptance Program, are the following:

112435	117230	125441	122138	130939	123007	115707	122279
126222	124396	122057	122228	122259	118481	123375	300658
126825	118365	118612	122444	130870	122957	302388	122199
113897	130662	120319	122851	131201	123628	133202	300988
106214	126453	120418	120374	300583	121086	128887	125424
119157	130396	124796	127436	115468	117222	300428	130957
121893	301748	127533	130515	118322	136369	124028	131003
122005	302378	128923	129352	123515	126316	126626	132000
122132	135659	123384	131047	120037	128729	129186	133091
122212	116084	131136	130726	133757	131118	118010	113897
122385	116436	127950	131421	130729	130837	126066	130858
122633	119895	121664	130808	133703	131456	127423	130933
123447	133412	129297	133149	120694	121927	302463	129477
125230	122323	128855	130700	129096	124675	129175	119629
128010	126814	115470	125364	115506	120449	125763	125553
129945	135124	122650	120334	124887	121114	132282	135858
130764	135033	123592	123280	129557	123775	125712	116768
130838	121984	118501	122772	129894	124615	125728	300587
131025	122542	121306	303951	123650	129042	131969	122863
131512	126170	127369	134779	119818	130289	300758	119050
132718	135072	128389	120922	126018	119649	125773	125010
135033	122331	121939	123264	119763	121340	125063	135340

135340	119861	110945	116591	128394	124571	118760	133980
107308	133314	300981	124999	119907	123724	120386	109006
133521	134124	127346	119353	117477	126309	120448	126807
124776	132042	128410	120732	130115	128643	123179	133330
115378	133404	120121	122243	119871	128953	124955	123460
131385	300713	116498	130547	117202	129112	129431	128864
123668	126256	118572	132260	117556	301784	130847	123857
130007	132821	129062	123731	129698	121946	131195	122574
131728	119957	130353	300849	123909	126481	131512	120674
112435	122078	300617	302468	122391	124906	132018	118804
130724	118660	307742	116335	122464	133699	130940	117628
131491	119901	133357	128977	122912	130758	131308	123193
130689	126540	117174	129712	124429	126721	131439	106479
135286	125073	129114	122461	122491	122467	131484	130075
124323	124480	120250	124490	122580	125524	130710	120919
127941	126735	131975	126557	128839	131460	130793	121000
118942	300413	128815	122276	121179	122063	131270	130055
108733	300661	120026	121439	301690	122637	117960	123086
118495	124297	126844	122610	301691	123639	135064	132738
118575	128695	127742	125382	130688	129526	118712	128655
120203	129077	123531	127383	131865	122111	123401	121171
123424	133983	302610	300976	119782	122157	130737	116729
130333	134212	129478	116230	133213	124836	116653	118581
135386	301645	130654	117304	130420	128415	121283	118340
300979	130788	120967	119839	135732	121310	121431	121118
117478	121531	302391	122175	124476	115699	126298	132050
125783	129434	302393	303449	116618	123808	126078	119673
128956	122658	127537	307118	133397	118221	134110	121251
130839	133214	115686	130100	127548	130857	302586	121273
130942	130850	131613	135755	127552	130863	131735	126809
134046	302390	116510	126475	127719	131217	135164	116417
124653	302392	123507	131153	122427	131478	118330	118449
133387	117585	102421	131376	122263	132075	135821	121174
130795	119364	122134	120067	122475	132145	134940	121416
134914	115501	123148	116930	125569	132895	117274	123621
131221	118687	118427	125525	126311	133462	115811	124802
120166	124466	129907	132281	133442	134105	111431	116248
127770	127555	120150	136420	118766	300603	123379	115900

127440	122557	122991	133307	120085	124957	125445	129910
300356	300937	130497	133634	125036	129064	124768	133764
300759	126147	126951	133669	130875	135109	133016	136346
122052	132076	134800	133759	132649	135238	123116	126296
123092	131923	125706	133922	125088	121928	115822	132801
125219	123229	125739	122946	118984	123569	119119	123378
122007	118651	128963	105154	120236	302415	131764	126324
131595	131000	133579	118468	123692	127658	127485	121058
126490	120479	136370	104581	132170	300539	129329	302362
121893	125758	303350	123500	120317	122621	120091	132896
123858	302272	132110	115751	122952	133848	115683	121673
121490	302274	121195	135933	122997	302235	119789	134719
125398	118360	303318	104568	115909	132718	118920	134692
131968	129012	300941	119166	118797	302232	134919	121715
124314	115871	309184	125455	118979	121403	117487	126281
130941	133143	121489	123296	130963	130845	127425	128744
122195	120959	115734	123308	131012	130972	120088	134754
123618	130742	128739	122950	131397	131010	123103	122338
110280	301675	128837	124444	131495	131400	133128	131939
118965	130925	130514	135245	302420	135177	119008	117183
119592	131265	129208	136431	130735	135217	119678	122971
134083	131347	126116	134829	133081	120351	131241	118782
119916	131365	123314	123974	131291	131601	127806	131021
132205	131485	120114	117721	131474	125808	118325	131224
107306	131532	125200	116604	130977	126382	118337	132650
123219	122415	134857	121544	134870	120491	121974	307718
131655	124708	127429	128409	117315	115794	122071	131431
115738	131264	127449	301768	121285	121470	122380	124659
126563	131256	127451	134929	120093	127917	125409	118273
130545	131331	127749	116364	122102	127956	135493	118433
118378	125041	118011	122064	122376	118818	119700	123279
118789	123849	118533	133010	303159	121101	302570	123322
133184	131093	122793	122506	119126	124642	303247	116274
302353	131263	117709	133885	131540	108678	303445	132259
131600	133736	120396	126373	127481	115720	305317	302704
118503	124715	134181	132905	122507	123038	135525	118370
122884	120187	301854	118450	121908	123523	134485	115674
118417	120972	303422	119018	121932	133097	307057	121575

123008	117153	120171	135155	124756
130525	130873	302433	125335	300559
133101	132190	123560	125272	300563
300441	131203	130187	130394	122214
126625	131497	121524	120125	126463
126833	117329	125239	131379	120083
115750	125138	130811	134256	133365
121268	301744	130764	302525	133891
121516	121047	131487	122091	133524
133103	126595	116385	122399	134789
135510	117661	116582	122690	129446
126524	118233	116656	129193	120920
125151	126865	131335	130701	130928
122703	300507	123111	118366	
118717	119089	123710	119122	
126808	131534	130824	118770	
122354	303530	115660	116749	
123298	122153	116282	118245	
122158	120338	116676	128535	
123048	101463	123078	116238	
131482	115604	124349	111444	
122090	126486	123052	119699	
123105	117562	126176	135533	
127725	131771	120008	132440	
122551	131056	130980	117529	
126964	116659	131406	121073	
118896	123767	131489	123669	
119742	121541	133693	121220	
121134	302287	300855	124635	
130719	117346	134091	124637	
131604	130617	129454	126223	
127421	128493	135363	133649	
125416	130293	121522	118990	
128632	132808	123117	105669	
127339	123636	131298	118044	
131526	127691	303543	126939	
125053	133407	131442	121128	
119025	116411	117756	117356	

APPENDIX 2

DEFERRED RETIREMENT OPTION PROGRAM

Notwithstanding any provision in the Plan to the contrary, a Deferred Retirement Option Program ("DROP") is being added to the Plan, effective January 1, 2020 for all Eligible DROP Members, under the terms described in this Appendix 2.

2A. An Eligible DROP Member is any Member who attains his Normal Retirement Date, as specified in this Section 2A, on or after January 1, 2020 or any Member who attained his Normal Retirement Date prior to January 1, 2020 so long as the Eligible DROP Member elects to participate in the DROP by March 1, 2020. For purposes of eligibility for DROP only, Normal Retirement Date is limited to the age and service requirements described in Article II, Section (28)(a)(i) or Article II, Section 28(b)(i) (herein referred to as the Member's "DROP Normal Retirement Date").

2B. For those Eligible DROP Members who attain Normal Retirement Date on or after January 1, 2020 , an election to participate in DROP may be made upon the Member's Normal Retirement Date, as described in 2A above, and the Member's eligibility to enter DROP terminates upon the earlier of the date that is twelve months immediately following his DROP Normal Retirement Date.

2C. Upon electing to participate in DROP, a DROP Member shall:

1. Declare a date, which is within the three-year period beginning with the Member's election to participate in DROP ("DROP Date), that the Member will terminate employment (the time from the Member's DROP Date and the Member's termination of employment is the "DROP Period");

2. Agree that the Member's Plan benefit will be frozen as of the DROP Date and that no additional benefits will accrue beyond the DROP Date;

3. Agree that Member contributions to the Plan shall continue through the DROP Period in accordance with Article XXI, Section B; and

4. Provide information to the Plan that may be necessary to determine the amount of annuity payments that would be paid to the DROP Member if the Plan were to pay the DROP Member a single life annuity, based on the DROP Member's Accrued Benefit, at the DROP Member's DROP Date.

2D. At the end of the DROP Member's DROP Period, the DROP Member shall terminate employment and have the opportunity to elect a form of payment for the frozen Plan benefit in accordance with Article V, Section E. In addition, the DROP Member will be eligible to receive a one time, lump sum payment that is the sum of:

i. The monthly single life annuity amounts, as if said amounts had accumulated throughout the DROP Period; and

ii. The DROP Member's contributions that were contributed during the DROP Period.

2E. In the event that a DROP Member dies during the DROP Period, the DROP Member's election to participate in DROP shall be null and void; any benefit due to the Member shall be determined and payable under the Plan as if the Member was not a DROP Member or participated in the DROP.

2F. Unless otherwise specifically provided to the contrary in this Appendix 2, the terms and conditions set forth in the Plan remain applicable to the DROP and the benefit paid to, or on behalf of, DROP Members.

Agenda Item 5.c
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT 11/2023 -

RESOLUTION APPROVING THE PUBLIC HEALTH TRUST DEFINED BENEFIT RETIREMENT PLAN VALUATION REPORT TO DETERMINE CONTRIBUTION FOR THE PLAN YEAR ENDING DECEMBER 31, 2024

Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System

WHEREAS, the Public Health Trust Defined Benefit Retirement Plan ("Plan") pursuant to Part VII, Chapter 112, Florida Statutes is required to prepare Actuarial Valuations on the Plan's condition; and

WHEREAS, this actuarial valuation is presenting to management the contribution requirements for the 2024 plan year; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Public Health Trust Defined Retirement Plan Actuarial Valuation report to determine contributions for the plan year ending December 31, 2024, a copy of which is hereto and incorporated herein by reference.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Robert Bruechert, Senior Director and Actuary
Willis Towers Watson (WTW)

DATE: November 29, 2023

REF.: Actuarial Valuation Report of the Public Health Trust of Miami-Dade County Florida Defined Benefit Retirement Plan

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We are pleased to present the Actuarial Valuation Report of the Public Health Trust of Miami-Dade County Florida Defined Benefit Retirement Plan (the Plan). This report is based on Plan provisions, member census data and Plan assets as provided by Jackson Health System as of January 1, 2023 and provides the recommended contribution rate for the 2024 Plan year. Highlights of the valuation are:

- The recommended contribution rate increased by 0.18% of pay, to 6.61% for 2024 from 6.43% for 2023.

- The Plan's funded status declined to 107% at January 1, 2023 from 135% at January 1, 2022 based on the market value of assets and liabilities measured using the present value of accrued benefits. The funded status declined to 82%at January 1, 2023 from 103% at January 1, 2022 based on the market value of assets and liabilities measured using the actuarial accrued liabilities.

The primary reasons for the contribution increase and decline in funded status include:

- Plan experience during 2022 was unfavorable. Salary increases were significantly higher than assumed and the return on the market value of assets was -13% (and the return on the actuarial value of assets reflecting 5-year smoothing was 5%). Overall plan experience increased the 2024 contribution rate by 0.14%.

- As required by Florida statutes, a study of the actuarial assumptions was performed based on actual experience under the Plan for the three year period 2020-2022. As a result of this experience study, changes were made to assumptions regarding future salary increases, member turnover, DROP election rates and the amount of unused Personal Leave cashed out at termination of employment. The aggregate impact of these assumption changes was to increase the contribution rate by 0.04%.

Agenda Item 5.d
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION APPROVING THE PUBLIC HEALTH TRUST'S TERMINATION OF ITS RELATIONSHIP WITH MACKAY SHIELDS AND THE LIQUIDATION OF PHT DEFINED BENEFIT PENSION PLAN ASSETS INVESTED THEREWITH; ADDING THE SSGA US HIGH YIELD BOND INDEX NL FUND TO THE PLAN; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE TO (1) NEGOTIATE, FINALIZE AND EXECUTE ANY DOCUMENTS OR AGREEMENTS TO EFFECTUATE THIS TRANSACTION; (2) EXERCISE ANY RIGHTS CONTAINED IN SUCH DOCUMENTS OR AGREEMENTS; AND (3) TAKE ALL NECESSARY FURTHER ACTION TO ACCOMPLISH THE PURPOSES OF THIS RESOLUTION

Mark T. Knight, Executive Vice President and Chief Financial Officer, Jackson Health System

WHEREAS, the Pension Plan Subcommittee held its quarterly review meeting on November 8, 2023; and

WHEREAS, Meketa Investment Group, Inc. ("Meketa"), the Public Health Trust's Pension Fund consultant, recommended to the Pension Plan subcommittee that the Public Health Trust terminate its relationship with fixed income manager MacKay Shields, and liquidate the Public Health Trust defined benefit pension plan ("Plan") assets currently invested through MacKay Shields; and

WHEREAS, Meketa further recommended to the Pension Plan subcommittee that the Public Health Trust invest the liquidated proceeds in the SSgA US High Yield Bond Index NL index fund, while Meketa performs a replacement manager search,

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

Section 1. Approves the foregoing recitals.

Section 2. Approves the Public Health Trust's termination of its relationship with MacKay Shields and any related or affiliated entities and the removal of same from the Plan.

Section 3. Approves the liquidation of any Plan assets invested through MacKay Shields.

Section 4. Authorizes the Public Health Trust to invest the liquidated Plan assets in the SSgA US High Yield Bond Index NL index fund.

Section 5. Authorizes the Chief Executive Officer or his designee to negotiate, finalize and execute any documents or agreements, including subscription materials, to effectuate this transaction, as well as amendments and modifications thereto, and to exercise all rights and perform those duties conferred therein.

Section 6. Authorizes the Chief Executive Officer or his designee to take all necessary further action to accomplish the purposes of this resolution.

Agenda Item 5.e
Fiscal Committee
November 29,2023

RESOLUTION NO. PHT - 11/2023 -

RESOLUTION AUTHORIZING THE PRESIDENT TO NEGOTIATE AND EXECUTE A RENEWAL AGREEMENT FOR FUNDING IN AN AMOUNT NOT TO EXCEED $1,133,000.00 OUT OF FISCAL YEAR 2023-2024 BUDGET FOR PURCHASE OF PUBLIC HEALTH SERVICES WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH

Caridad Nieves, Chief Executive Officer, Ambulatory and Physician Services, Jackson Health System

WHEREAS, the State of Florida Department of Health in Miami-Dade County ("DOH") has requested from the Board of County Commissioners of Miami-Dade County (the "Commission") funding for the provision of health services in Miami-Dade County; and

WHEREAS, the Commission has directed the Public Health Trust ("PHT") to enter into an agreement with DOH for the purchases of said services and

WHEREAS, the PHT has allocated $1,133,000.00 from the date of execution through September 30, 2024 out of its fiscal year 2024 budget to purchase said services; and

WHEREAS, an agreement between the PHT and DOH will spell out the exact tenns and conditions of such funds including specific use, performance monitoring and reporting requirements; and

WHEREAS, the President and the Fiscal Committee recommend approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes funding in an amount not to exceed $1,333,000 out of the PHT's Fiscal Year 2023-2024 budget for purchase of public health services for the State of Florida Department of Health in Miami-Dade County and authorizes the President to negotiate and execute a contract with the State of Florida Department of Health as more fully set forth in the attached memo incorporated herein by reference.

Jackson
HEALTH SYSTEM
Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Caridad Nieves, RN, BSN, MBS
Chief Executive Officer, Ambulatory & Physician Services

DATE: November 29, 2023

RE: Annual Funding Agreement with the State of Florida Department of Health in Miami-Dade County (DOH)

Recommendation
Staff recommends that the Public Health Trust Board of Trustees approve the annual funding agreement between the Public Health Trust and the DOH and authorizes the President and Chief Executive Officer or his designee, to negotiate and execute an agreement with the DOH and to take all actions necessary to implement the agreement.

Scope
The Trust provides funding that allows the health department to perform various public health services.

Fiscal Impact
The contract amount of $1,133,000 is included in the Trust's adopted operating budget for Fiscal year 2024.

Track Record & Monitor
Jennifer Cortes, the director of finance for the Ambulatory Division, will track and monitor contract performance.

Background
Every year the Trust acts as a pass-through agency to provide funding from Miami-Dade County to the DOH. This funding allows the health department to fund the following services which are detailed in Attachment A of the agreement:

PHT Funding Allocations	
Program	**Amount**
Aids Crisis Response	89,257
Communicable Disease Prison	72,982
STI Advanced Practice Registered Nurse	94,000
TB Control	79,280
STD-Congenital Syphilis & Chlamydia Project	42,079
Immunization Outreach	140,831
Take Control	44,000
HEP ABC	221,325
Women's Health - Human Papillomavirus Project	17,554
CHAT Team	277,012
Jail Surveillance	54,680
Total	**$ 1,133,000**

Agenda Item 5.f
Fiscal Committee
November 29, 2003

RESOLUTION NO.: PHT 11/2023 -

RESOLUTION AUTHORIZING AND APPROVING THE PROCUREMENT POLICY/REGULATION AS REVISED AND AMENDED ON NOVEMBER 29, 2023.

Rosa Costanzo, Sr. Vice President and Chief Procurement Officer, Strategic Sourcing and Supply Chain Management Division, Jackson Health System

WHEREAS, the Public Health Trust ("PHT") has established a Procurement Policy/Regulation under the authority of Florida Statutes, Miami-Dade County Charter and Code; and

WHEREAS, the Procurement Policy/Regulation became effective February 1, 2006 and was last approved as amended on August 25, 2020; and

WHEREAS, the Procurement Policy/Regulation's specific and only purpose is to govern the procurement of goods, services and construction, including professional services for the Public Health Trust; and

WHEREAS, the purpose of the revision is to reform, streamline business processes and increase the ease of doing business as a healthcare system; and

WHEREAS, procurement staff is instructed to conduct its business with assertiveness and diligence to assure that the PHT obtains best value in its procurement transactions to maximize economy while also providing public process compliance and transparency; and

WHEREAS, the President, Purchasing Subcommittee and Fiscal Committee recommend approval of the Procurement Regulation with the revisions described in the Memorandum attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes and approves the Public Health Trust Procurement Policy/Regulation as revised and amended on November 29, 2023 attached hereto and made part hereof.

TO: Carmen M. Sabater
and Members, Fiscal Committee

FROM: Rosa Costanzo, Sr. Vice President Strategic Sourcing, Supply Chain Management
and Chief Procurement Officer

DATE: November 29, 2023

RE: Resolution Authorizing and Approving the Revision of the Procurement Regulation

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Recommendation
The President and Chief Executive Officer recommends that the Board of Trustees authorizes and approves the revision of the Procurement Policy/Regulation ("Regulation").

Purpose
Revise the Procurement Regulation to streamline business processes, and increase the efficiency of doing business as a Health Care System.

Fiscal Impact/Funding Source
There is no direct fiscal impact as a result of the proposed revisions.

Track Record/Monitor
The Trust's procurement processes are overseen by Rosa Costanzo, Sr. Vice President for Strategic Sourcing and Supply Chain Management & Chief Procurement Officer.

Summary of Changes
The revision consists, but is not limited to, the following changes:

- All references to JHS President amended to read "CEO, or CEO's designee" to align with organizational structure.
- **Section II.B2, Application of Regulation, Exceptions** - revised to add the following:
  - Banking Services and/or Credit Card Merchant Service Agreements,
  - Contracting done by the JMH Foundation,
  - Payments required for accreditation and/or certification,
  - Agreements for exclusive laboratory reagents with Universities and/or Healthcare Systems,
  - Gift cards,
  - Increase the threshold for one-time non-recurring purchases from $1,000 to $7,500.
- **Section V.B.4A Competition for Small Purchases between $10,000 and $25,000** - amended to endeavor the receipt of a minimum of two quotations or the Award filed documented with reasonable efforts in order to move forward with Award.
- **Section VIII.F, Process, Electronic Commerce** - amended to include electronic procurement transactions of competitive sealed qualifications and informal proposals.
- **Section IX, Legacy Systems** - amended to add the purchase of licenses.
- **Section XI.A. Purchasing Report** – amended to increase the following thresholds:
  - Competitive Award Threshold from $3,000,000 to $5,000,000
  - Group Purchasing Organization Threshold from $3,000,000 to $5,000,000
  - Contract Renewals: Competitively Solicited Contracts Threshold from $3,000,000 to $5,000,000

- **Section XI.B. Reports –** amended to remove a listing of all payments made for Expert Consultant Services that are exempt from this Regulation.
- **Section XII.A Contract Award –** amended the contract thresholds as follows:
    - The Board shall approve:
        - All contracts of $5,000,000 or more. (Previously $3M); and
        - All contracts resulting from the Trust's participation in Group Purchasing Organization of $5,000,000 or more. (Previously $3M)
    - The Chief Procurement Officer shall approve:
        - All contracts less than $5,000,000; and
        - All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
        - All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts,
- **Section XII.C, Contract Renewal/Extension-** amended as follows:
    - Renewal of Competitively Solicited Contracts:
        - (a) The Board Authority threshold was amended from $3,000,000 to $5,000,000
        - (b) The Chief Procurement Officer may approve any renewal or extension of any contracts, provided the Board approved the original contract.
- **Section XII.C2, Renewal of Non-Competitive Contracts** - amended to include the Chief Procurement Officer as the approving authority for validated Sole Source contracts when the Board has approved the original contract.
- **Section XII.D1, Contracts, Change Orders and Contract Modifications -** amended to include Renewals and to allow the Chief Procurement Officer authority to approve and execute change orders and/or contract modifications for:
    - Goods and Services, including Professional Services do not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $4,000,000, whichever is less.
    - Construction of public improvements that do not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $6,000,000, whichever is less.
    - Incorporated Term Contracts provision as follows: When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

Section VIII.G, Process, Unauthorized Purchases – amended to remove President/CEO approval for unauthorized purchases.

Table of Contents

PART A. PROCUREMENT

I. Purpose

The purpose of this Regulation is to govern the procurement of goods, services and construction, including professional services, for the Public Health Trust ("Trust") who owns and operates Jackson Health System ("JHS"). This Regulation is advisory in that it is intended to provide guidance to Trust staff in the conduct of an orderly administrative process. Deviations from this Regulation shall not constitute grounds for protest or appeal by the persons affected by the activity at issue. It is the policy of the Trust to promote competition and transparency in public procurement. The Trust aims to provide equal access and opportunity to all suppliers and to facilitate nondiscriminatory business relationship by promoting, increasing and improving the diversity of vendors within the supply chain. All employees of the Trust, including, but not limited to, those specifically identified in this Regulation are directed to advance this Regulation.

II. Declaration of Intent and Scope

A. Authority and Effect
Public Health Facilities - Section 154.11, Florida Statutes, as amended; Sections 4.02 and 5.03(D), Miami-Dade County Charter; Public Health Trust - Chapter 25A, Code of Miami-Dade County; and Public Health Trust Procurement Policy Resolution. This Procurement Regulation supersedes and repeals the prior Public Health Trust Procurement Regulation and departmental rules and guidelines that may be contrary.

B. Application of this Regulation
1. This Regulation shall apply to all contracts for public improvements and the purchase of all goods and services, including professional services, made by the Trust, irrespective of the source of funds, except as otherwise provided by law.

2. Exclusions. This Regulation does not apply to:
   a. The purchase, lease or rental of real property and related licenses;
   b. Contracting by the Managed Care Division for providers of managed care services;
   c. Contracting by the JMH Foundation;
   d. Clinical Agency Agreements, inclusive of Hospital Based Physician Services as defined in this Regulation;
   e. Services provided by Miami-Dade County;
   f. Operating and/or Affiliation Agreements with Teaching Facilities, Universities and/or Healthcare Systems;
   g. Agreements for exclusive Laboratory Reagents with Universities and/or Healthcare Systems;
   h. Agreements for the Re-hire of Trust employees as independent consultants to meet specialized needs and Ambassador Agreements for JMH International;
   i. Dues, memberships and registration fees and associated membership materials in trade and professional organizations
   j. Sponsorships and donations with non-for-profit organizations;
   k. Fees and costs of job-related educational seminars and trainings for JHS employees;
   l. Subscriptions for periodicals, including educational material for JHS employees;
   m. Advertisements;
   n. Postage;
   o. Utility Services;

p. Employee expense reimbursement including travel, training, petty cash and/or relocation;
q. Reimbursable employee candidate travel expense;
r. Organ acquisition, registry, surgeon, physician and transplant fees;
s. Payments required by Ordinance, Statute, Interlocal or Interdepartmental Agreements;
t. Payments required for accreditation and/or certification.
u. Entertainers, performers, speakers, and works of art;
v. Trust-sponsored events at hotels, motels, restaurants, or other similar venues.
w. Risk management settlements;
x. Services provided by Expert Consultants including, but not limited to, those rendered by arbitrators, hearing officers, experts, and counsel retained or obtained by the County Attorney's Office on behalf of the Trust and other legal fees;
y. Trust and Grant Agreements;
z. Lobbyist Service Agreements;
aa. Marketing Service Agreements;
bb. Banking Services and/or Credit Card Merchant Service Agreements;
cc. Gift cards;
dd. Emergency procurements initiated by the Executive Office under $100,000;
ee. All one-time non-recurring purchases of $7,500 or less;

3. Direct Payment. All Exclusions as stated in Section B2 above shall be considered appropriate for direct payment.

III. Definitions

The following words, terms and phrases defined in this Regulation shall have the meanings set forth below whenever they appear in this Regulation, except where:

i. the context in which they are used clearly requires a different meaning; or
ii. a different definition is prescribed for a particular Section or provision.

The words, terms and phrases defined in this Regulation shall be interpreted to include either the singular or the plural where applicable. Words not defined shall be given the meaning provided under their common and ordinary meaning unless the context suggests otherwise.

Additional Service Allowance means a predetermined dollar amount or percentage of a contract for architectural, engineering, landscape architectural, or survey and mapping services held for unpredictable changes in the project.

Award means the acceptance by the Trust of a vendor's offer, which formalizes a contract, which may include, as applicable:

i. the decision by the Board to accept a contractor's bid, proposal or offer;
ii. the authorization of the CEO or designee by the Board to execute a contract on behalf of the Trust; or
iii. the decision by the Chief Procurement Officer to accept a contractor's bid, proposal or offer by execution of a contract or issuance of a purchase order.

Bid means an offer submitted by a vendor in response to an Invitation to Bid issued by the Trust.

Board means the governing board of the Public Health Trust.

Business Day means Mondays through Fridays, excluding legal holidays as recognized by Miami-Dade County government.

Change Order means a written alteration to a contract or purchase order, executed by the Chief Procurement Officer, in accordance with the terms of the contract, unilaterally directing the contractor to make changes.

Clinical Agency Agreement means a strategic relationship between a physician or group of physicians and the Trust, which may or may not involve the purchase of assets of the physician practice or a management services agreement.

Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering or repairing of a public improvement.

Contingency Allowance means a predetermined dollar amount or percentage of a contract for construction held for unpredictable changes in the project.

Contract means all types of Trust agreements, regardless of what they may be called, authorized under this Regulation for the procurement of goods, services or construction.

Contract Documents means an agreement between an owner and contractor for construction, conditions of the contract, drawings, specifications, change orders, contract modifications and any other documents referenced therein. For the purpose of this definition, “Owner” shall mean the Public Health Trust or the Jackson Memorial Foundation providing a public improvement to support the Trust.

Contract Modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person having a contract with the Trust.

Dedicated Allowance means a fixed sum for a specific portion of the work determined by the architect/engineer in advance of bidding to be used by all bidders in their bids or proposals.

Director, Supplier Diversity and Small Business Enterprise Program means any individual appointed by the Chief Procurement Officer to administer the Small Business Enterprise Program on behalf of the Trust.

Electronic Signature means a manual or electronic identifier or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same full force and effect as manual signature [Florida Statutes, Chapter 668, Part I, The Electronic Signature, Act of 1996, as amended].

Emergency Procurement means a purchase based upon an unexpected turn of events that causes an immediate danger to public health and safety; an immediate danger of loss of public property or an interruption in the delivery of an essential government service; or when the time required to complete a competitive process authorized by this Regulation would create an adverse economic or operational impact upon the Trust compromising the delivery of services to Trust patients including, but not limited to, the loss of grant funding, lost revenues or non-

compliance with regulatory requirements.

Expert Consultant means an individual(s) or firm acting as independent contractors retained or obtained by the County Attorney's Office or the CEO, or designee on a contract basis with a specific term for the purpose of performing specialized defined tasks that require knowledge, skills and training not otherwise available to the Trust by temporary or permanent members of the classified or unclassified service and which tasks, by their nature, require independent and autonomous judgment. Contracts for services provided by Expert Consultants exceeding $250,000 shall be approved by the Board.

Goods means all personal property, medical or non-medical in nature, including, but not limited to, equipment, materials, pharmaceuticals, printing and insurance; excludes services and real property.

Group Purchasing Organization (GPO) means an entity that aggregates the purchasing volume of members, such as hospitals and other health-care providers, to leverage discounts with manufacturers, distributors and other vendors and to realize administrative savings and efficiencies.

Invitation to Bid (ITB) means all documents, whether attached or incorporated by reference, utilized for soliciting bids in excess of the dollar thresholds established for small purchases.

Legacy System means a system including, but not limited to, computer software, licenses, computer hardware, and biomedical equipment that are fully integrated into the daily operations of one or more departments or are considered strategic in nature or are unique to the producer, manufacturer, distributor and/or provider.

Option to Renew means an option in a contract that allows the Trust to unilaterally continue the contract for an additional term.

Person includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups, entities or combinations.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any goods, services or construction within the scope of this Procurement Regulation. It also includes all functions that pertain to the obtaining of any supply, service or construction, including, but not limited to, description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Procurement Directors means the Sr. Director of Procurement Services and/or the Director of Procurement Construction Services as appointed by the Chief Procurement Officer.

Procurement Officer/Specialist means any person duly authorized by the CEO or Chief Procurement Officer to manage the procurement process and administer contracts and make written determinations or recommendations with respect thereto.

Professional Services mean (a) any type of personnel service which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization; (b) services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of

services alone; and (c) services rendered by members of a recognized profession or persons possessing a specialized skill. Such services are generally acquired to obtain information, advice, training or direct assistance. These services shall include, but not be limited to, services customarily rendered by, auditors, accountants, software and system applications, electronic, technology, technical and management consultants, appraisers, and medical-related providers.

Proposal means an executed document submitted by an offeror in response to a Request for Proposals to be used as the basis for negotiations for entering into a contract.

Public Improvement means a project for construction, reconstruction or renovation on real property operated and maintained by the Trust, whether permanent or not, especially one that increases its value or utility or that enhances its appearance.

Public Notice means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and Internet site(s) designated by the Trust and maintained for that purpose.

Public Procurement Unit means any unit or association of units of federal, state or local government; any public authority which has the power to tax; any public entity created by statute; or any entity which expends public funds for the procurement of goods, services or construction.

Regulation means this Regulation or procedure that is made part of the Trust's Administrative Policy and Procedure Manual which can be revised at the discretion of the CEO, or CEO's designee.

Release Order means an authorization given to a supplier to furnish a specified quantity of goods or services against an established contract.

Request for Proposals (RFP) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals.

Request for Qualifications (RFQ) means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals without considering price.

Responsible Bidder or Offeror means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance.

Responsive Bidder means a person who has submitted a bid that conforms in all material respects to the solicitation.

Reverse Auction means a procurement method wherein bidders, anonymous to each other, electronically submit real-time bids on designated goods and services.

Services mean the furnishing of labor, time, or effort by a contractor.

Specifications mean any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Term Contract means an indefinite quantity contract to furnish goods or services for a specified period of time at agreed upon unit price(s).

Work means the construction and services required by the contract documents for a public improvement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor's obligations.

IV. Procurement Organization

A. Division of Strategic Sourcing and Supply Chain Management
   1. There is hereby created the Division of Strategic Sourcing of the Public Health Trust (the "Division"), headed by a Senior Vice President. The Procurement Management Department within the Division shall be responsible for the procurement of goods and services including construction, and professional services, on behalf of the Trust in accordance with this Regulation.

B. Chief Procurement Officer
   1. The CEO, or CEO's designee, shall appoint the Senior Vice President of the Division who shall be the Trust's Chief Procurement Officer. The Chief Procurement Officer shall perform the duties of the principal public purchasing official for the Trust and shall be responsible for the procurement of goods, services, materials and construction in accordance with this Regulation and such other duties as assigned. The Chief Procurement Officer shall:
      a. Procure or supervise the procurement of all public improvements, goods, materials, and services, including professional services, needed by the Trust;
      b. Solicit and advertise for bids and proposals for public improvements, goods, materials and services, including professional services, without the need for action by the Board;
      c. Establish and maintain programs for the inspection, testing, and acceptance of goods, services, and construction; and
      d. Ensure compliance with this Regulation by reviewing and monitoring procurements conducted by any person to whom he or she has delegated authority under this Regulation.

   2. The Chief Procurement Officer may delegate the authority assigned or delegated by this Regulation to designees in writing.

V. Procurement of Goods and Services

A. Methods of Source Selection
   1. The Chief Procurement Officer shall select the method of solicitation based on the application of the guidelines set forth in this Regulation. Unless otherwise authorized by law, Trust contracts shall be awarded in accordance with one of the following methods:
      a. Small Purchases;
      b. Invitations to Bid;
      c. Requests for Proposals/Qualifications;
      d. Revenue Generating and Concession Contracts;
      e. Cooperative Purchasing; or
      f. Group Purchasing Organizations;

B. Small Purchases

1. Any procurement of goods and services, including professional services, not exceeding an aggregate total of $250,000, including all renewal and extension options may be made in accordance with the small purchase procedures.

2. Where goods, services or construction items may be obtained under current Trust contracts priority shall be given to purchases under these contracts to promote product standardization.

3. Competition for Small Purchases under $10,000
   a. Verbal or written competition for small purchases under $10,000 is at the discretion of the Procurement Officer/Specialist. The Procurement Officer/Specialist shall endeavor to maximize the utilization of Small Business Enterprises on such purchases.

4. Competition for Small Purchases between $10,000 and $25,000
   a. In the purchase of goods or services estimated to cost between $10,000 and $25,000, no less than three (3) vendors shall be solicited to submit verbal or written quotations. The Procurement Officer/Specialist shall endeavor to receive a minimum of two quotations in order to move forward with Award. If fewer than two quotations are received, the Procurement Officer/Specialist shall document the Award file with the reasonable efforts made. Award shall be made to the vendor offering the lowest acceptable quotation. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.
   b. A record of each quotation shall be recorded and maintained as a public record. The record shall include, as applicable, the vendor number (if registered), vendor name, address, telephone number and contact person; the unit and extended price for each item quoted, the delivery time, payment terms and delivery terms; the name of the Trust employee soliciting the verbal quotation.

5. Written Competition for Small Purchases in excess of $25,000
   a. In small purchases of goods and services estimated to cost over $25,000, no less than three (3) vendors shall be solicited to submit written quotations. A request for quotations shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Quotations shall be submitted in writing. Award shall be made to the lowest responsive and responsible vendor according to the criteria set forth in the request for quotations. The Trust shall at all times adhere to the requirements of this Regulation relating to Small Business Enterprises.

6. Informal Requests for Proposals
   a. Any procurement that is estimated not to exceed $250,000 and in the best interest of the Trust may be made by an evaluation of factors other than price and may be informally solicited. The Procurement Management Department may solicit written proposals from no less than three (3) potential vendors through a Request for Proposals. The Procurement Director(s) may award a contract to the offeror whose proposal is determined most advantageous to the Trust in accordance with the criteria set forth in the solicitation. The Procurement Director(s) may solicit the advice of Trust technical, professional and the County Attorney's Office. Convening of a selection committee is not required.

C. Invitations to Bid

1. When the estimated amount of the procurement exceeds $250,000 and the good or service procured may be properly evaluated on the basis of price as the determining factor, the Chief Procurement Officer shall issue an Invitation to Bid.

2. Low Tie Bids
   a. Low tie bids are low responsive bids from responsible bidders that are identical in price after appropriate application of all price adjustments, such as those for a Small Business Enterprise or local business, and that meet all the requirements and criteria set forth in the Invitation to Bid. Low tie bids shall be evaluated and resolved based upon the application of the following tie breakers in order of precedence:
      i. if the bidder is a small business enterprise, as applicable, as certified by Miami-Dade County;
      ii. if the bidder is a local business as defined in Section 2-8.5 of the Miami-Dade County Code, as amended;
      iii. if the Chief Procurement Officer determines that selection of a particular bidder or bidders is in the best interests of the Trust because of product, service, delivery, qualifications or past performance; or
      iv. by drawing lots.

3. Determination of Lowest Bidder
   a. Bids will be evaluated to determine which bidder offers the lowest cost to the Trust in accordance with the evaluation criteria set forth in the Invitation to Bid.
   b. Only objectively measurable criteria shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to, discounts, transportation costs, and ownership or life cycle cost formulas.

D. Requests for Proposals/Qualifications

1. The Trust shall use a Request for Proposals or Qualifications when the purposes and uses for which the commodity or contractual service being sought can be specified and the Trust is capable of identifying necessary deliverables, the good or service procured may not be properly evaluated on the basis of price alone as a determining factor, and the estimated amount of the procurement exceeds $250,000. Examples of solicitations which may be made a Request for Proposals or Qualifications include, but are not limited to, the following:
   a. Procurement of Professional Services, defined in this Regulation.
   b. Procurement of construction manager-at-risk, design-build and job order contract project delivery methods specified in Section VI. (Procurement of Construction, Design and Engineering Services);
   c. Procurement of high technology, electronic, software, and system applications that are available from a limited number of sources.

2. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the Trust taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The recommendation of the selection committee shall be submitted to the Chief Procurement Officer. The Chief Procurement Officer may approve, reject or ask the selection committee to re-evaluate proposals. The Chief Procurement Officer shall be authorized to proceed with the award or reject all bids.

E. Revenue Generating and Concession Contracts
1. Revenue generating and concession contracts shall be awarded in accordance with the provisions of this Regulation.

2. Price shall be evaluated on the basis of the highest return to the Trust as defined within the solicitation document.

F. Cooperative Purchasing
1. The Trust may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods, services or construction with one or more Public Procurement Units in accordance with an agreement entered into by the participants.

2. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other entities.

3. All cooperative purchasing conducted under this Section shall be through contracts awarded though full and open competition, including use of source selection methods substantially equal to those set forth in this Regulation. Purchasing conducted under this Section shall not constitute a waiver of formal competition.

4. Subject to the provisions of the cooperative purchasing contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of standard provisions such as, but not limited to UAP, OIG and further price reductions where permitted.

G. Group Purchasing Organizations
1. The Trust recognizes purchases made through Group Purchasing Organizations as a best practice in hospital purchasing nationwide with associated efficiencies, savings and speed.

2. The Trust may participate in one or more Group Purchasing Organizations (“GPO”), which shall be selected competitively in accordance with this Regulation.

3. As a condition of the Trust’s participation in a GPO, the GPO shall whenever possible solicit bids and proposals from certified Small Business Enterprises and local Miami-Dade vendors, and shall cooperate with the Trust in the facilitation of participation of those vendors at all tiers of Trust purchases under GPO contracts.

4. Subject to the provisions of the GPO contract, the Chief Procurement Officer may conduct negotiations with a supplier regarding terms and conditions, including the addition of UAP, OIG fees and further price reductions where permitted.

VI. Procurement of Construction, Design and Engineering Services

A. Jackson Health System Capital Expedite Program
1. Applicability, “Jackson Health System Capital Expedite Program,” Section 2-8.2.14 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust pursuant to this Section.

B. Construction
   1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services, shall have the discretion to select one of the following project delivery methods for construction projects:
      a. Design-bid-build;
      b. Construction Manager;
      c. Construction manager-at-risk;
      d. Design-build;
      e. Job order contract;
      f. Miscellaneous construction contract;
      g. Small purchases in accordance with this Regulation

   2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for construction services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In addition, the Trust may procure the services through the use of the County's Miscellaneous Construction Contract, subject to applicable dollar thresholds for those programs.

   3. Any construction project, excluding electrical work, not exceeding $250,000 may be made in accordance with the small purchase procedures of this Regulation. For electrical work, the small purchase threshold shall not exceed $75,000 adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009 to January 1 of the year in which the project is scheduled to begin.

   4. The Trust shall adhere to the requirements of Section 255.20 of Florida Statutes regarding public construction works.

C. Design and Engineering Services
   1. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services, shall have the discretion to select one of the following project delivery methods for design and engineering projects:
      a. Request for Qualifications;
      b. Design-Build:
      c. Equitable Distribution Pool;
      d. Small purchases in accordance with this Regulation

   2. The Chief Procurement Officer, in consultation with the Vice President or Senior Vice President responsible for design and engineering services and the County Attorney's Office, shall develop specifications and procedures for the project delivery methods to be undertaken by the Trust. In additions, the Trust may procure the services through the use of the County's Equitable Distribution Pool, subject to applicable dollar thresholds for those programs.

   3. The Trust shall adhere to the requirements of Section 287.055 of Florida Statutes (the "Consultants' Competitive Negotiation Act") in the procurement of all services covered by such act.

D. Sales Tax Exemption Program for County Construction Contracts

1. Applicability. "Sales Tax Exemption Program," Section 2-10.7 of the Miami-Dade County Code, as amended, shall apply to construction contracts solicited and awarded by the Trust. The term "County" shall include the Public Health Trust.

2. Administration of Ordinance. In Sections (b) and (c) of Section 2-10.7, substitute: "Chief Procurement Officer" for "Mayor or County Mayor"; and "Board of Trustees" for "Board of County Commissioners."

VII. Waiver of Formal Competition

A. Non-Competitive Procurement

1. A contract may be awarded without competitive bids or proposals in accordance with this Section. A bid waiver is appropriate when the Chief Procurement Officer, after conducting a review of available sources, determines in writing, pursuant to a written request from a Senior Vice President or Vice President setting forth the justification for a bid waiver, that a waiver of competitive bids is in the best interest of the Trust. The Chief Procurement Officer, with the assistance of affected departments, shall conduct negotiations, as appropriate, as to price, delivery and terms. The Director, Supplier Diversity and Small Business Enterprise Program, or designee, shall advise the Chief Procurement Officer as to whether Small Business Enterprise Goods and/or Services goals shall be applied to any non-competitive procurement in excess of $100,000. Competitive bids may be waived when determined to be in the best interest of the Trust and include, but are not limited to the situations set forth below:
   a. There is only one source for the required supply, good, service or construction item;
   b. A Physician or Clinical Professional requests a specific item or service without which the patient care cannot be rendered successfully;
   c. A supply or service has become of standard use throughout the Trust; or
   d. Non-competitive contracts awarded by Public Procurement Units.

2. Determination. The Chief Procurement Officer or designee may reject any incomplete or insufficient justification. The Chief Procurement Officer shall make a written determination as to whether the procurement shall be made using sole source, bid waiver or proprietary specifications after conducting a review of available goods or services. The written determination shall be included in any award recommendation to the CEO and Board.

3. The Board. All non-competitive contracts of $250,000 or more shall be submitted to the Board for approval.

B. Emergency Procurement

1. The CEO, or CEO's designee, Chief Procurement Officer, or any Senior Vice President or Vice President of the Trust may make or authorize others to make Emergency Procurements subject to the following provisions:
   a. The Emergency Procurement shall be limited to those goods, services or construction items necessary to meet the immediate emergency;
   b. Approval by the Trust's Executive CFO and COO shall be required for all non-excluded emergency requests under $500,000;
   c. Approval by the Trust's Executive CFO and CEO or CEO's designee shall be required for all emergency requests over $500,000;
   d. Whenever practicable, approval by the Chief Procurement Officer shall be obtained prior to the procurement;

e. Emergency Procurements shall be made with such competition as is practicable under the circumstances;
f. Whenever possible, prior to the initiation of an Emergency Procurement, the head of the using department shall submit to the Chief Procurement Officer a purchase request for the goods, services or construction needed along with a written determination as required by this Regulation. Should time preclude a written request and determination, the head of the using department shall make every reasonable effort to immediately advise the Procurement Management Department of the emergency by telephone, or e-mail;
g. The Procurement Management Department shall be notified of the emergency in writing with the required emergency justification and requisition as soon as possible, but not more than seven (7) Business Days after the initial action;
h. To the extent practicable, Finance shall certify the availability of budgeted funds prior to award. Where time or circumstances preclude advance approval, Finance shall be notified of the Emergency Procurement within seven (7) Business Days.

2. All Emergency Procurements of $250,000 or more shall be submitted to the Board for ratification as soon as possible following the procurement.

3. Notwithstanding any provision of this section to the contrary, Emergency Procurements initiated by the Executive Office under $100,000 shall remain excluded from this regulation pursuant to Section II(B)(2)(w).

C. Architectural, Engineering and Other Services Covered by the Consultants' Competitive Negotiation Act
1. Contracts for the purchase of services covered under Section 287.055, which exceed the thresholds set forth in the Statute requiring competitive negotiation, shall be exempt from compliance under those requirements only where a valid pubic emergency is declared by the CEO, or CEO's designee, of the Trust.

VIII. Process

A. Purchase Requisitions
1. Except as otherwise authorized in this Regulation, all purchases excluding Release Orders to term contracts shall be made by submission of a requisition to the Procurement Management Department. Prior to submission, requisitions shall be approved as follows:
a. All requisitions shall be approved by the head of the department initiating the requisition.
b. All requisitions of $25,000 or more shall be approved by the responsible Vice President.
c. All requisitions of $250,000 or more shall be approved by the responsible Senior Vice President and/or Chief Operating Officer.
d. All requisitions of $3,000,000 or more shall be approved by the responsible Executive Vice President.
e. All funds required for the purchase of goods and services will be committed and allocated for a specific requisition. Allocated funds will be verified by Finance and once an award is made, the funds may be encumbered by the User Department for ordering the awarded products or services.

B. Responsibility of Bidders and Offerors
1. Before award of a contract, the Trust must be satisfied that the prospective contractor is responsible. Factors to be considered in determining contractor responsibility include:

a. Availability of the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
b. A satisfactory record of performance with the Trust and Miami-Dade County;
c. A satisfactory record of integrity; and
d. Qualified legally to contract with the Trust.

2. The prospective contractor shall supply information requested by the Procurement Officer concerning responsibility within a reasonable time period as established by the Procurement Officer. If such contractor fails to supply the requested information in a timely manner, the Procurement Officer may consider such failure in the determination of responsibility and shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if such failure is unreasonable.

3. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, the Chief Procurement Officer shall issue a written determination of non-responsibility setting forth the basis of the finding which may include a contractor's failure or refusal to supply any requested information or documentation.

C. Selection Committees

1. Selection committees shall be utilized for the evaluation of statements of qualifications, technical offers, and proposals in competitive procurement processes of the Trust.

2. The Chief Procurement Officer shall, in his or her discretion, appoint selection committees comprised of three, five or seven voting members. The chairperson of the selection committee shall be an additional non-voting member from the professional procurement staff of the Procurement Management Department. Any selection committee formed to evaluate a response to a Request for Proposals or Request for Qualifications for construction with a Small Business Enterprise-Construction selection factor goal shall include a voting representative from the Miami-Dade County Internal Services Department, Division of Small Business Development.

3. The Chief Procurement Officer may appoint alternate or substitute members to a selection committee as the Chief Procurement Officer deems necessary. The Chief Procurement Officer may also allow a selection committee to operate with a reduced number of voting members when appointed members are unavailable to serve and the appointment of alternate members would in his or her discretion compromise or unreasonably delay the procurement process.

4. The Procurement Management Department will provide appropriate instructions and training regarding the roles and responsibilities of selection committee members, including applicable laws, policies and regulations.

5. Performance of Selection Committees
   a. Prior to serving on the selection committee, each member shall execute a Conflict of Interest Certification Form.
   b. Selection committees may, through and with the consent of the Procurement Officer, solicit expert advice from other Trust staff, County Attorney's Office and outside experts in their deliberations.

c. "Taping of Selection Committee and Negotiation Committee Proceedings Required," Section 2.8.1.1.1 of the Miami-Dade Code, as amended, shall apply to selection committee meetings.

D. Pre-qualification
1. Prospective bidders or offerors may be pre-qualified for particular types of goods, services or construction. The method of submitting pre-qualification information shall be determined by the Chief Procurement Officer. Such pre-qualification, however, is subject to subsequent review and does not necessarily constitute a finding of responsibility for any particular contract award nor does it guarantee an amount to be awarded.

E. Cancellation of Invitations to Bid or Requests for Proposals
1. An Invitation to Bid, a Request for Proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Trust.

2. When bids or proposals are rejected, or a solicitation canceled after bids or proposals are received, the bids or proposals that have been opened shall be retained in the procurement file. If unopened, a photocopy of the outside of the envelope shall be retained in the procurement file, and the bid or proposal returned to the bidder or offeror.

3. Cancellation of any solicitation, and the rejection of all bids or proposals, at any time, shall not be subject to protest.

F. Electronic Commerce
1. The Trust may, to the fullest extent permitted by law, conduct procurement transactions by electronic means or in electronic form including, but not limited to, the advertising and receipt of competitive sealed bids, competitive sealed proposals, competitive sealed qualifications, informal proposals, and informal quotations.

2. The Trust may award contracts for goods and non-professional services by reverse auction. During the bidding process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established by the solicitation. Award shall be made to the lowest responsive, responsible bidder. The Trust shall be entitled to rely on Electronic Signatures to the fullest extent permitted under law.

G. Unauthorized Purchases
1. An unauthorized purchase is a purchase or commitment of funds by an employee that does not have the authority to do so, or a purchase or commitment of funds by an authorized employee but not in accordance with applicable law and this Regulation.

2. Unauthorized purchases shall be subject to the following:
   a. Payment for any unauthorized purchased may be deemed the personal responsibility of the employee that made the purchase or commitment;
   b. The employee may be subject to disciplinary action up to and including termination; and
   c. The department director and vice president having responsibility over the unauthorized purchase shall provide a complete written justification for the unauthorized purchase to the Executive VP CFO and to the Executive VP COO for unauthorized purchases to include disciplinary action taken, if appropriate, and the corrective action(s) taken to prevent recurrence.

d. Purchase Orders or Contracts will not be provided to vendors as a result of an unauthorized purchase, payment for these offenses will be directly paid by the Accounts Payable Department after approval by the Executive VP CFO and Executive VP COO as indicated in the paragraph above.

3. Unauthorized purchases in amounts exceeding staff's delegated authority may be terminated or, if lawful and in the best interest of the Trust, ratified by the Trust.

IX. Legacy Systems

The purchase of licenses, support, maintenance, upgrades and necessary expansions of Legacy Systems shall not be subject to the requirements of this Regulation relating to competitive processes. Any such purchase shall be subject to the reporting requirements of this Regulation.

X. Bid Protests

A. Purpose

1. Protest provisions enhance the accountability of the procurement process by highlighting and correcting mistakes and misconduct. The protest process must not, however, interfere with the prompt and efficient acquisition of goods and services needed by the Trust which delivers critical health care to the citizens of this community.

2. To balance these interests, it is the policy of the Trust to provide a mechanism for disappointed bidders or offerors to protest the procurement decisions of the Trust only in strict accordance with the protest provisions set forth in this Section.

B. Process

1. A bid protest may be filed only by an interested party. An interested party shall be any bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with the intent to award announced by the Trust.

2. Decisions to reject all bids or offers shall not be subject to bid protests. No protest shall be considered of any question, issue, disagreement arising from the published requirements, terms, conditions and processes. Bidders and offerors are invited to submit those objections set forth in the preceding sentence in advance of the deadline for submitting bids or proposals and otherwise in accordance with the published solicitation documents.

3. A protest must be filed with the Chief Procurement Officer, or designee, as outlined in the solicitation, within five (5) Business Days of the Trust's posting of a recommendation of award. The protest must:
   a. Identify the contract and the solicitation or contract number;
   b. Set forth a detailed statement of the legal and factual grounds of protest, including copies of relevant documents;
   c. Establish that the protester is an interested party making a timely bid protest of matters subject to protest;
   d. State the relief requested; and
   e. Be accompanied by the filing fee set forth in this Section.

   Each solicitation shall outline the manner in which a valid protest shall be filed.

4. Any protest that fails to comply with these requirements may be summarily rejected by the Chief Procurement Officer, except that a protest may be supplemented by the addition of relevant documents that may have been obtained by the protestor subsequent to the filing of the protest by public records requests. The Chief Procurement Officer, or designee, shall note the time and date of receipt of the protest and shall notify all participants in the competitive process of the filing of a protest.

5. For all contracts awarded under the delegated authority of the Chief Procurement Officer, the Chief Procurement Officer shall consider the protest raised prior to making a contract award. In the event the Chief Procurement Officer determines in his or her sole discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally, presided by the Chief Procurement Officer, and shall not adhere to formal requirements of evidence. Any evidence may be considered which is of the type that individuals rely on in the conduct of serious business affairs. The conduct of a hearing shall in no event delay the award of a contract. The Chief Procurement Officer shall issue a written decision resolving the protest together with the contract award.

6. For all contracts awarded by the Board, the Chief Procurement Officer shall transmit to the Board the protest, and the written recommendation of the Chief Procurement Officer and the Chief Executive Officer of the Trust addressing the issues raised in the protest. In the event that the Chief Procurement Officer or Chief Executive Officer of the Trust determine in his or her respective discretion that the conduct of a hearing is appropriate to the resolution of the issues raised in the protest, he or she shall establish a time and date for the hearing and notify all participants in the competitive process. The hearing shall be conducted informally and shall not adhere to the formal requirements of evidence. The conduct of a hearing shall in no event delay the award of a contract. The Board may, but shall not be required, to allow presentations by the protestor and other interested parties in connection with the award. Such presentations shall in any event be limited to the matters raised in the written protest and shall not exceed ten minutes per side.

C. Fee Schedule

As a condition of filing a protest in accordance with this Section, the following fees shall be paid:

Estimated Contract Amount	Filing Fee
$10,000 - $100,000	$500
$100,000 - $250,000	$1,000
$250,000 - $1,000,000	$2,000
Over $1,000,000	$5,000

XI. Reports

Initiation of Transactions. All contracts, renewals, change orders, contract modifications, or other items requiring the approval of the Board pursuant to this Regulation shall be initiated and approved by the Chief Procurement Officer before presentation to the Board.

CEO, or CEO's Designee. All transactions to be submitted to the Board for consideration are subject to the review and approval of the CEO, or CEO's Designee.

A. Purchasing Report
   1. All items which require approval by the Board pursuant to this Regulation shall be presented to the Purchasing and Facilities Subcommittee of the Board as items in the "Purchasing Report" unless otherwise determined to be in the best interest of the Trust by the CEO, or designee.
      a. The Purchasing Report shall contain the following sections:
         i. Competitive Award [Threshold $5,000,000]:
            - Invitations to Bid
            - Requests for Proposals
            - Cooperative Purchases
         ii. Group Purchasing Organization [Threshold $5,000,000]
         iii. Waiver of Formal Competition [Threshold $250,000]
            - Non-Competitive
            - Emergency
         iv. Contract Renewals:
            - Competitively Solicited Contracts [Threshold – $5,000,000]
            - Non-Competitively Solicited Contracts [Threshold $250,000]
         v. Change Orders and Contract Modifications
         vi. Basic Affiliation Agreement Issues
         vii. Standardization Approval Requests
         viii. Delegated Authority. All contracts awarded under the authority delegated to the Chief Executive Officer and Chief Procurement Officer under this Regulation for the applicable period shall be reported. Small purchases under ten thousand dollars ($10,000) shall not be reported.
      b. Each agenda item on the Purchasing Report shall include:
         i. The requisition and/or solicitation number, as appropriate;
         ii. The requesting department and responsible Vice President;
         iii. Proposed awardee(s);
         iv. Proposed contract amount by fiscal period and total aggregate amount (for example: $500,000 per year for three years; total contract amount $1,500,000")
         v. Short explanation justifying the purchase and stating the rationale for the source selection method. The award or renewal of a non-competitive contract shall require a written recommendation by the CEO, or CEO's designee, that the waiver of competitive bidding is in the best interests of the Trust.
         vi. Third party price analysis results for non-competitively solicited contracts, as appropriate;
         vii. Compliance with applicable Small Business Enterprise requirements; and
         viii. Identification of responsible Vice President concurring with recommendation for award or renewal of the contract.

   2. The sections or content of the Purchasing Report may be revised as necessary upon request of the Purchasing Subcommittee or by the CEO or designee.

B. Other Procurement Reports.
   1. Procurement maintains reports, which may include, but shall not be limited to the following:
      a. Purchase Order Log,
      b. Contract performance evaluations
      c. Small Business Enterprise (SBE) activity review
      d. Registered vendor listing

e. Savings tracking
f. Contract award summary sheets,
g. Procurement performance indicators
h. Listing of monthly completed projects
i. Monthly non-competitive contract awards under the Chief Procurement Officer's authority
j. Monthly competitive contract awards under the Chief Procurement Officer's authority

The Chief Procurement Officer shall submit a monthly report to the Purchasing and Facilities Subcommittee listing all purchase orders and contracts in excess of the Small Purchase amounts, as specified in this Regulation, awarded or renewed during the prior calendar month which were not subject to approval by the Board. Each purchase order or contract listing shall include the vendor name, description, using department and responsible Vice President, contract number, contract date, value, term, and procurement method/basis for award

2. The Chief Procurement Officer shall also submit a monthly report to the Purchasing Subcommittee as follows:
   a. A listing of all awarded purchase orders and contracts for Legacy Systems, as specified in this Regulation.

C. Notices
1. Notice of Recommended Award. Excluding emergency procurements as defined in this Regulation, a notice of recommended award shall be posted for all contract awards, competitive or non-competitive, in excess of the Small Purchase amount as specified in this Regulation for a period of five (5) Business Days prior to either:
   a. Award by the Chief Procurement Officer; or
   b. Consideration by the Board or its designated committee(s).

PART B. Contracts and Contract Administration

XII. Contracts

A. Contract Award

1. The Board shall award:
   a. All contracts of $5,000,000 or more;
   b. All contracts resulting from a Waiver of Formal Competition of $250,000 or more, which shall require a finding that the waiver of competitive bidding is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval; and
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization of $5,000,000 or more, which shall require a finding that the utilization of a Group Purchasing Organization contract is in the best interests of the Trust, and a two-thirds affirmative vote of the members present for approval.

2. The Chief Procurement Officer may award:
   a. Any purchase order or contract less than $5,000,000;
   b. Any contract resulting from a Waiver of Formal Competition less than $250,000;
   c. All contracts resulting from the Trust's participation in a Group Purchasing Organization less than $5,000,000; and
   d. All contracts resulting from the Trust's accessing of Miami-Dade County awarded contracts.

B. Written Contract

1. The material terms of a contract must be reduced to writing, and except in extraordinary circumstances, executed by the vendor, prior to award of the contract by either the Board or Chief Procurement Officer. In the event that extraordinary circumstances exist that prevent prior execution of the proposed contract by the vendor, a memorandum duly executed by the Chief Procurement Officer shall accompany the proposed contract, explaining the extraordinary circumstances preventing prior execution by the vendor and why it is in the best interest of the Trust to consider the proposed contract for award notwithstanding the absence of the vendor's executed contract.

2. If the Trust has issued a solicitation for the contract, the solicitation and the bid or proposal submitted in response shall constitute the material terms of the contract, subject to modification pursuant to this Regulation.

3. If the Trust is utilizing either a cooperative purchasing agreement or a Group Purchasing and Facilities Organization contract, the material terms of the contract are included in the master agreement with the sponsoring organization.

4. In lieu of a written contract, the Chief Procurement Officer may authorize the use of a purchase order for certain types of procurements, including but not limited to those utilizing small purchase orders.

5. Based on the amount, complexity or unusual circumstances, the Chief Procurement Officer shall determine the contracts that are referred to the County Attorney's Office for review and approval prior to award.

C. Contract Renewal/Extension
   1. Renewal of Competitively Solicited Contracts.
      a. The Board is the approving authority for the renewal of any contract awarded by competitive solicitation when:
         i. The total value of the contract is $5,000,000 or more and the initial Board approval did not authorize the Chief Procurement Officer to approve subsequent renewal option(s); or
         ii. The value of the renewal causes the total value of the contract to exceed $5,000,000.
      b. The Chief Procurement Officer may approve any renewal or extension of any Competitively Solicited contracts, provided the Board approved the original contract.

   2. Renewal of Non-Competitive Contracts.
      a. The approving authority for the renewal or extension of any non-competitive contracts is as follows:
         i. The Board when the total value of the contract, including the renewal, is $250,000 or more.
         ii. The Chief Procurement Officer, for validated sole source contracts only, when the Board approved the original contract.
         iii. The Chief Procurement Officer when the estimated total value of the contract, including the renewal, is less than $250,000.

   3. Contract Extension
      a. In addition, the Chief Procurement Officer is authorized to award one extension or renewal per contract, which extension or renewal would otherwise be required to be approved by the Board, where necessary to continue a source of necessary goods or services and new or replacement contracts are not available prior to the contract expiration date.
      b. Such extension or renewal shall be awarded prior to the expiration of the contract, not exceed one hundred eighty (180) calendar days beyond the last authorized term, and contain a prorated dollar authorization.

D. Change Orders and Contract Modifications, including Renewals
   1. Chief Procurement Officer. The Chief Procurement Officer may approve and execute change orders and contract modifications for goods and services, including professional services, and for the construction of public improvements within the scope of an existing award when:
      a. The original contract did not require approval of the Board and the aggregate total of change orders and/or contract modifications does not increase the total value of the contract to an amount which would have required approval by the Board of the original contract;
      b. For goods and services, including professional services, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $4,000,000, whichever is less.
      c. For the construction of public improvements, the aggregate total of change orders and/or contract modifications does not increase the total value of the contract as awarded by the Board by more than thirty percent (30%) or $6,000,000, whichever is less.

Term Contracts. When a term contract is awarded on the basis of estimated quantities or utilization, to the extent that the increase in the total estimated contract value is due exclusively to increased utilization, said increase is exempt from the limitations in Subsection 1(b) of this Section. Provided adequate funds are available, the Chief Procurement Officer or designee may execute any change orders or contract modifications necessitated by said increased utilization, including authorizing other Trust departments to participate in said contract.

E. Contract Termination

1. The Chief Procurement Officer may terminate a contract for convenience or default in accordance with the terms of the contract.

2. The Chief Procurement Officer shall issue a written determination stating the reasons for the termination.

F. Contract Execution

1. Board Approval. The CEO or designee shall execute, on behalf of the Trust, all contracts, contract renewals, change orders, contract modifications and other documents which this Regulation requires the Board to approve.

2. Chief Procurement Officer Approval. The Chief Procurement Officer or designee may execute, on behalf of the Trust, all contracts, contract modifications and other documents which this Regulation authorizes the Chief Procurement Officer to approve.

3. Using Department Employees. Employees in using departments may execute Release Orders only to the extent that authority has been delegated by the Chief Procurement Officer.

XIII. Specifications

A. Preparing Specifications

1. The Chief Procurement Officer shall prepare, issue, revise, maintain and monitor the use of specifications for goods, services and construction required by the Trust.

B. Value Analysis Team

1. The Chief Procurement Officer shall establish a Value Analysis Team (VAT) that supports the purchasing process with an objective evaluation of goods and equipment – existing, new or upgraded – based upon quality patient outcomes, safety and cost effectiveness rather than personal preference.

2. Value Analysis Program. The Chief Procurement Officer shall establish, with the approval of the CEO, or CEO's designee, a system-wide Trust policy describing the Value Analysis Program, led by the VAT, including program structure and operational features.

XIV. Risk Management

A. Bid Security
   1. Bid security shall be required in the amount and in the form which the Chief Procurement Officer determines in his or her discretion to be necessary to protect the investments of the Trust.

   2. A vendor's failure to provide bid security in the form set forth in the solicitation shall only be waived when allowed by law.

B. Performance and Payment Bonds
   1. Contract performance and payment bonds shall be required on all Trust construction contracts in accordance with Section 255.05, Florida Statutes, Bond of Contractor Constructing Public Buildings; Form; Action by claimants, as amended. Nothing herein shall prevent the requirement of such bonds on construction contracts under the statutory threshold amounts when circumstances warrant.

C. Indemnification
   1. All Trust solicitation and contract documents shall include indemnification provisions approved by Risk Management, subject to review by the County Attorney for legal sufficiency.

   2. Standard Indemnification Clauses. The Chief Procurement Officer, in consultation with Risk Management and the County Attorney's Office, may establish standard indemnification clauses to be used in various types of solicitation documents, contracts and purchase orders.

D. Insurance Requirements
   1. The Chief Procurement Officer with the concurrence of Risk Management and the County Attorney's Office may establish insurance requirements to be included in contract specifications.

XV. Authority to Debar or Suspend

A. Authority to Debar or Suspend
   1. After reasonable notice to an actual or prospective contractor, and after reasonable opportunity for said person to be heard, the Chief Procurement Officer, after consultation with the County Attorney's Office, shall have authority to debar or suspend an actual or prospective contractor for cause from consideration for award of contracts. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the Trust's protection, and not for purposes of punishment. The debarment shall be for a period of not more than five (5) years.

   2. The Chief Procurement Officer, after consultation with the County Attorney's Office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of Trust contracts if there is probable cause for debarment, pending the debarment determination. The suspension shall be for a period of ninety (90) calendar days or until a final determination with respect to debarment is made, whichever is sooner. The Chief Procurement Officer may extend the suspension for up to three additional thirty (30) calendar day periods.

B. Causes for Debarment or Suspension

1. Causes for debarment or suspension include the following within the three (3) years prior to the decision to suspend or debar:

2. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;

3. Conviction under state or federal statutes of embezzlement, theft, forgery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

4. Conviction under state or federal antitrust statutes arising out of submission of bids or proposals;
   a. Violation of contract provisions, as set forth below, of a character which the Chief Procurement Officer determines to be so serious as to justify debarment action:
      i. Failure without good cause to perform in accordance with the specifications, terms and conditions or within the time limit provided in any contract with the Trust or Miami-Dade County; or
      ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that the failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

5. For violation of the ethical standards set forth in Florida Statutes, Miami-Dade County Ordinance or Section XVII. (Ethics) of this Regulation; or

6. Any other cause the Chief Procurement Officer determines to be so serious and compelling as to affect responsibility as a Trust contractor, including debarment by another governmental entity.

C. Suspension

1. Upon written determination by the Chief Procurement Officer that probable cause exists for debarment, a contractor or prospective contractor shall be suspended. A notice of the suspension, including a copy of such determination, shall be sent to the suspended contractor or prospective contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Such notice shall state that:
   a. the suspension is for the period of time it takes to complete an investigation into possible debarment, including any appeals of a debarment decision, but not for a period in excess of one hundred eighty (180) calendar days; and
   b. bids or proposals will not be solicited from the suspended person, and, if they are received, they will not be considered during the period of suspension.

D. Request for Hearing

1. A contractor or prospective contractor that has been notified of a suspension and/or a proposed debarment action may request in writing that a hearing be held.

2. Such request must be received by the Chief Procurement Officer within ten (10) calendar days of receipt of notice of the proposed action. If no request is received within the time period allowed, a final decision may be made as set forth in Paragraph F (Decision) of this Subsection and the right to a hearing and all appeals are deemed waived.

E. Hearing
1. If a hearing is timely requested by a contractor, the Chief Procurement Officer shall send a written notice of the time and place of the hearing by certified mail, return receipt requested, or by any other method the provides evidence of receipt, and shall state the nature and purpose of the proceedings.

2. The Chief Procurement Officer shall act as the hearing officer. Alternatively, the Chief Procurement Officer, at his/her own discretion, may appoint an independent hearing officer whose qualifications shall include the designation of Certified Public Procurement Officer (CPPO) or equivalent designation. The hearing officer shall be compensated on a market basis plus reimbursement of travel and other direct expenses.

3. Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with applicable due process requirements. The hearing officer shall submit written findings and recommendation to the Chief Procurement Officer.

F. Decision
1. The Chief Procurement Officer shall issue a final written decision stating the reasons for the action taken. If a hearing was conducted by a hearing officer, the Chief Procurement Officer shall also consider the findings and recommendation of the hearing officer in arriving at a decision.

2. A copy of the decision shall be provided promptly to the affected person(s), with a copy to the Department of Small Business Development of Miami-Dade County. A decision of an issue of fact shall be final and conclusive unless arbitrary, capricious, fraudulent or clearly erroneous.

G. Appeal
1. Any person receiving an adverse decision may appeal in writing to the Board within ten (10) calendar days from receipt of the decision.

H. Debarment by Other Public Entities
1. Any contractor debarred by the following public entities shall also be debarred by the Trust without additional review:
   a. In accordance with Subsection 10-38(g)(3) of the Miami-Dade County Code, “A contractor’s debarment shall be effective throughout county government.”
   b. The United States Government or any agency thereof; or
   c. The State of Florida or any agency thereof.

I. Maintenance of List of Debarred and Suspended Persons
1. The Procurement Management Department shall maintain a list of debarred and suspended persons.

2. All Trust departments are barred from making any purchases from any debarred or suspended person.

XVI. Socio-Economic Programs

A. Small Business Enterprise Goods and Services Programs
1. Applicability. “Small Business Enterprise Services Program”, Section 2-8.1.1.1.1, and “Small Business Enterprise Goods Program”, Section 2-8.1.1.1.2, (“SBE-GS”) of the Miami-

Dade County Code, as amended, and Implementing Order No. 3-41 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust. The Small Business Enterprise ("SBE") Program shall apply to all Trust contracts for the purchase of goods and services, including Professional Services other than architectural, engineering, architectural landscape and land surveying professional services governed by Section 287.055, Florida Statutes, as amended. The SBE-GS Program shall not apply to construction; leases or rental of real property; licenses and permits; concessions; franchise agreements; and contracts for attorney and/or legal services; and contracts for investment banking services.

2. Administration of Ordinance. In Subsections (3)(c), (3)(d) and (3)(j) of Section 2.8.1.1.1.1 and 2-8-1.1.1.2, substitute:
   a. "Chief Procurement Officer" for "County Mayor"; and
   b. "Board of Trustees" for "County Commission."
   c. The Chief Procurement Officer shall delegate authority to a designee ("Director, Supplier Diversity and Small Business Enterprise Program") to apply SBE contract measures.
   d. The Director, Supplier Diversity and Small Business Enterprise Program, will make recommendations to the Chief Procurement Officer regarding SBE contract measures. The Chief Procurement Officer may accept, reject, modify or otherwise alter the SBE recommendation prior to issuance of the solicitation.
   e. The Director, Supplier Diversity and Small Business Enterprise Program, shall submit a quarterly report to the Chief Procurement Officer of all SBE measures applied.

3. Management and Technical Assistance Program. In accordance with Section II (Management and Technical Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development will provide management and technical assistance and community outreach to certified SBEs performing as vendors and providing goods and/or services to the Trust.

4. Bonding and Financial Assistance Program. In accordance with Section III (Bonding and Financial Assistance Program) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development will administer the Bonding and Financial Assistance Program.

5. Certification. In accordance with Section IV (Certification) of Miami-Dade County Implementing Order No. 3-41, Miami-Dade County's Internal Services Department, Division of Small Business Development is responsible for certifying, decertifying and re- certifying applicants for the SBE Program. The Trust shall refer all SBE applicants to the Division of Small Business Development.

6. Joint Ventures. In accordance with Section V (Joint Ventures Bidding on Contracts with SBE Measures) of Miami-Dade County Implementing Order No. 3-41, joint ventures bidding on contracts with SBE measures must be approved by Miami-Dade County's Internal Services Department, Division of Small Business Development prior to submission of the bid or proposal.

7. Application of Contract Measures.
   a. *Set-Asides*. When there are at least three available SBEs capable of performing the contract, the Chief Procurement Officer may determine it is in the best interest of the

Trust to waive full and open competition and set-aside the contract for competition between certified SBEs. The requirement for public notice of the solicitation is waived; however, the provisions of the Cone of Silence pursuant to Subsection 2-11.1(t) of the Miami-Dade County Code shall be imposed upon issuance of the solicitation.

b. *Subcontractor Goals*. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of at least three (3) SBEs capable of performing such work.

c. *Bid Preference.* For contracts less than $100,000, the provisions of Sections 2-8.1.1.1.1 (3)(b) and 2-8.1.1.1.2(3)(b) shall apply, as amended. A ten percent (10%) bid preference shall apply to contracts of $100,000.01 to $1,000,000 and a five percent (5%) bid preference shall apply to contracts greater than $1,000,000 that are not set-aside. The preference shall be used for bid evaluation and shall not affect the contract price. Preferences shall be applied to the bid price of bidders that are SBEs and Joint Ventures with at least one SBE.

d. *Selection Factor*. Any offeror that is an SBE, or a joint venture with an SBE, shall be accorded a selection factor equal to ten percent (10%) of the evaluation points scored on the technical (non-price) portion of such offeror's proposal in response to a Request for Proposals.

8. Contracts $100,000 or less

a. Within the fiscal year, the Trust shall expend with SBE firms one hundred (100) percent of the total value of contracts one hundred thousand dollars ($100,000.00) or less for goods and services. The departmental requirement shall be complied with unless the Small Business Program Manager determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm. In the event the Small Business Program Manager determines that there are less than three (3) available SBE's capable of performing the contract, or a portion thereof, the Small Business Program Manager shall advise the responsible Procurement Officer to proceed to issue the contract solicitation without an SBE "set-aside" or "subcontractor goal" but with the appropriate SBE "bid preference" or "selection factor".

b. The Chief Procurement Officer shall determine, in consultation with the using department and the Small Business Program Manager when feasible, appropriate contract measures, if any, on non-competitive and emergency procurements made pursuant to this Regulation.

c. *Certified Small Business Enterprises*. Miami-Dade County's Internal Services Department, Division of Small Business Development maintains a list of certified Small Business Enterprises, searchable by NIGP and NAICS Commodity Code, on its website: https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp

9. Small Business Enterprise Program Management

a. The Procurement Management Department may periodically review user department compliance with the Small Business Enterprise Program. The Chief Procurement Officer may initiate appropriate remedial action regarding any Trust department who is determined non-compliant.

b. The Procurement Management Department shall submit quarterly reports to Miami-Dade County's Internal Services Department, Division of Small Business Development regarding Small Business Enterprise utilization.

10. Bidder or Offeror's Responsibility Where an SBE Subcontractor Goal is Applied

a. Solicitation documents to which an SBE subcontractor goal is applied shall require bidders or offerors to submit a signed Schedule of Intent Affidavit (SOI) or a signed Certification of Assurance (COA) form at the time of bid or proposal submission identifying all SBEs to be utilized to meet the SBE subcontractor goal. Each SOI or COA shall be in writing and shall specify the type of goods or services the SBE is to provide and the price the SBE is to be paid therefore.

11. Pre-Award Compliance Review
    a. *Defects*. The Procurement Officer shall review bids or proposals for compliance with the SBE requirements and notify the bidder or offeror in writing of any defects. The bidder or offeror shall have two (2) business days from the date of receipt of the written notice to cure correctable defects.
    b. Correctable defects may include, but are not limited to, the SBE percentage not properly indicated, the prime or subcontractor's failure to sign the subcontract agreement, or calculation errors. Failure to cure the defect within the time allotted shall render the bid or proposal non-responsive.
    c. *Determination*. The Procurement Officer shall make a written determination as to whether each bid or proposal is compliant or non-compliant and, if non-compliant, the reasons therefor.

12. Post Award Compliance and Monitoring
    a. In accordance with Section XI (Post Award Compliance and Monitoring) of Miami- Dade County Implementing Order No. 3-41, the Small Business Development Division and the Trust's Small Business Enterprise Program, as applicable, shall monitor and enforce the compliance of suppliers with SBE Program requirements.

13. Contractual Sanctions
    a. In accordance with Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41, bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or Small certified firm's violation of or failure to comply with the Small Business Enterprise Program Ordinances and this Section of the Trust Procurement Regulation may result in the imposition of one or more of the following sanctions:
        i. The suspension of any payment or part thereof until such time as the issues concerning SBE compliance are resolved;
        ii. Work stoppage; and
        iii. Termination, suspension or cancellation of the contract in whole or in part.
    b. For Section XII (Contractual Sanctions) of Miami-Dade County Implementing Order No. 3-41:
        i. Substitute "Trust" for "County;" and
        ii. Substitute "Chief Procurement Officer" for "County Mayor."

14. Administrative Penalties Administrative penalties may be imposed in accordance with Section XIII (Administrative Penalties) of Miami-Dade County Implementing Order No. 3-41 or this Regulation.

B. Small Business Enterprise Construction Services Program
    1. "Small Business Enterprise Construction Services Program," Section 10-33.02 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-22 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for the purchase of construction services.

2. Miami-Dade County's Internal Services Department, Division of Small Business Development, shall ensure appropriate construction measures are applied pursuant to this Section.

C. Small Business Enterprise Architecture and Engineering Program
1. "Small Business Enterprise Architecture and Engineering Program", Section 2-10.4.01 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-32 promulgated thereunder, shall apply to procurements solicited and contracts awarded by the Trust for applicable professional services.

2. Miami-Dade County's Internal Services Department, Division of Small Business Development, shall ensure appropriate construction measures are applied pursuant to this Section.

D. Preference to Local Business and Local Certified Veteran Business Enterprises in Trust Contracts
1. Preference to Local Business
   a. Applicability
   "Procedure to Provide Preference to Local Business in County Contracts," Section 2-8.5 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local business in Trust contracts shall apply to all competitive solicitations for goods, services and construction.
   b. Procedure
   Except where federal or state law, or any other funding source, mandates to the contrary, preference shall be given to local businesses in accordance with Section 2-8.5 of the Code of Miami-Dade County.

2. Preference to Local Certified Veteran Business Enterprises
   a. Applicability
   "Procedure to Provide Preference to Local Certified Veteran Business Enterprises in County Contracts," Section 2-8.5.1 of the Code of Miami-Dade County, as amended, shall apply to procurements competitively solicited by the Trust. Except for construction contracts whose estimated cost is five million dollars ($5,000,000) or less which have been set aside solely for Community Small Business Enterprises in accordance with Subsection 2-8.5(7) of the Code of Miami-Dade County, as amended, preference to local certified Veteran Business Enterprises shall apply to all competitive solicitations for goods, services and construction.
   b. Procedure
   Except where federal, state or county law or any other funding source mandates to the contrary, preference shall be given to Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County.

E. Fair Subcontracting Practices
1. "Fair Subcontracting Practices," Section 2-8.8 of the Miami-Dade County Code, as amended, shall apply to procurements solicited and contracts awarded by the Trust, subject to the following:

a. The term “County” shall include the “Trust”; and
b. Substitute “Chief Procurement Officer” for “County Mayor.”

F. Responsible Wages and Benefits for County Construction Contracts
“County Construction Contracts,” Section 2-11.16 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-24 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust. The term “County” shall include the Public Health Trust.

G. Living Wage Ordinance
1. Applicability. “The Living Wage Ordinance for County Service Contracts and County Employees,” Section 2-8.9 of the Miami-Dade County Code, as amended, and Administrative Order No. 3-30 promulgated thereunder, shall apply to Trust contracts with a total contract value of over $100,000 per year for the following services:
   a. Food preparation and/or distribution;
   b. Security services;
   c. Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
   d. Clerical or other non-supervisory office work, whether temporary or permanent;
   e. Transportation and parking services;
   f. Printing and reproduction services; and
   g. Landscaping, lawn and/or agricultural services.

2. Administrative Order. The following exceptions are made to Administrative Order No. 3-30:
   a. Purpose: The Division of Strategic Sourcing is responsible for ensuring that the living wage requirements are included in all applicable Trust contracts.
      i. Section IX.G.2. – Substitute “Chief Procurement Officer” for “County Mayor.”
      ii. Section XII.C. – “Chief Procurement Officer” may terminate the service contract upon a determination by the County Mayor.

H. Drug-Free Workplace
1. “Drug-Free Workplace Requirements for Contractors and Entities Transacting Business with Miami-Dade County,” Section 2-8.1.2 of the Miami-Dade County Code, as amended, is hereby adopted by the Trust, subject to the following:
   a. The term “County” shall include the “Trust”; and
   b. Substitute “Chief Procurement Officer” for “County Mayor.”

I. Nondiscrimination
“Contracting, Procurement Bonding and Financial Services Activities,” Chapter 11A, Article VII of the Miami-Dade Code, as amended, and Administrative Order No. 3-23 promulgated thereunder, shall apply to all Trust contracts.

J. Community Workforce Program for County Construction Contracts
1. “Community Workforce Program,” Section 2-1701 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-37 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.

2. The term “County” shall include the Public Health Trust.

K. Residents First Training and Employment Program for County Construction Contracts
1. "Residents First Training and Employment Program," Section 2-11.17 of the Miami-Dade County Code, as amended, and Implementing Order No. 3-61 promulgated thereunder, shall apply to construction contracts solicited and awarded by the Trust.

2. The term "County" shall include the Public Health Trust.

XVII. Ethics

A. Regulation
1. This Section is intended as complementary and in addition to applicable provisions of the following:
   a. Code of Ethics for Public Officers and Employees - Section 112, Part III, Florida Statutes, as amended.
   b. "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1, Code of Miami-Dade County, as amended.

2. Remedies set forth herein are in addition to any sanctions or penalties that may be imposed by the provisions cited above.

B. Definitions
1. Definitions provided in the Miami Dade County's Conflict of Interest and Code of Ethics Ordinance shall apply and be made applicable to the Trust.

2. The term "employee" references in the Conflict of Interest and Code of Ethics Ordinance shall be applicable to Trust personnel who serve in comparable capacities to the County personnel it refers to.

C. General Standards of Ethical Conduct
1. General Ethical Standards for Employees. Any attempt to realize personal gain through Trust employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

2. General Ethical Standards for Non-Employees. To achieve the purpose of this Section, it is essential that those doing business with the Trust observe the ethical standards prescribed herein. Any effort to influence any Trust employee to breach the standards of ethical conduct set forth Florida Statutes, Miami-Dade County Code or Public Health Trust Policies is a breach of ethical standards.

D. Conflict of Interest
1. Conflict of Interest. It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:
   a. The employee or a relative of the employee has a financial interest pertaining to the procurement;
   b. A business or organization in which the employee or relative has a financial interest pertaining to the procurement; or
   c. Any other person, business, or organization with whom the employee or relative is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2. Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the Chief Procurement Officer and shall withdraw from further participation in the transaction involved. The employee may request or seek a conflict of interest opinion from the Miami-Dade County Commission on Ethics and Public Trust in accordance with Subsection 2-11.1(c)(4) of the Miami-Dade County Code.

   The Board, upon a two-thirds affirmative vote, may grant a waiver in accordance with the same Subsection.

3. Employee Conflict of Interest Certification Form. The following Trust employees shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form G:
   a. All selection committee members, prior to serving;
   b. Any physician or other clinical professional who requests waiver of formal competitive bidding for a contract or purchase order due to a clinical preference; or
   c. Any Trust employee who requests the award of a contract or purchase order pursuant to Subsection VII.A. (Non-Competitive Procurement).

4. Contractor Conflict of Interest Certification Form. The supplier/contractor shall complete, sign and submit a Conflict of Interest Certification Form as follows:
   a. Prior to the award of a non-competitive procurement (contract or purchase order), issued by the Chief Procurement Officer as Form H; and
   b. Prior to any meeting in which either the "Pharmacy or Therapeutics" (P and T) Committee or the "Value Analysis Team" of the Trust considers a particular product for approval, issued by the Chief Procurement Officer as Form I.

5. Standing Committees. Any person serving as a member of the Trust's "Pharmacy and Therapeutics" (P and T) Committee or "Value Analysis Team," or any subcommittee or "team" thereof, shall complete, sign and submit the Conflict of Interest Certification Form, issued by the Chief Procurement Officer as Form J, prior to serving on said committee and not later than January 31, or such other date determined by the Chief Procurement Officer, of each subsequent calendar year.

E. Kickbacks

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor or any person associated therewith, or relative of such contractors or subcontractors, as an inducement for the award of a subcontract or order.

F. Bids from Related Parties

1. Notwithstanding any other provision of the Procurement Regulation, where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be collusive.

2. The foregoing presumption may be rebutted by presentation of evidence as to the extent of the ownership, control and management of such related parties in the preparation and submittal of such bids or proposals.

3. Related parties shall mean bidders or offerors or the principals thereof which have a direct or indirect ownership interest in another bidder or offeror for the same contract or in which a parent company or the principals thereof of one (1) bidder or offeror have a direct or indirect ownership interest in another bidder or offeror for the same contract.

4. Bids or proposals found to be collusive shall be rejected.

G. Contractor Fraud, Misrepresentation or Material Misstatement

1. "Penalties for Contractors Attempting to Meet Contractual Obligations with the County through Fraud, Misrepresentation or Material Misstatement," Section 2-8.4.1 of the Miami-Dade County Code, as amended, is incorporated herein by reference, subject to the following:
   a. Substitute:
      i. "Chief Procurement Officer" for "County Mayor"; and
      ii. "Trust" for "County."
   b. The procedure for debarment shall be in accordance with Section XV.A (Authority to Debar or Suspend) of this Regulation.

H. Use of Confidential Information

1. In particular, all Trust employees should be aware of the following provision in Subsection 112.313(8), Florida Statutes:
   a. "A current or former public officer, employee of agency, or local government attorney many not disclosure or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for personal gain or benefit to any other person or business entity."

2. This provision is also applicable to former Trust employees.

I. Lobbying

1. Definition. "Lobbyist" shall be as defined in Subsection 2-11.1(s)(1)(b) of the Miami-Dade County Code, as amended.

2. Registration. All lobbyists must comply with Subsection 2-11.1(s) of the Miami-Dade County Code, including registering with the Clerk of the Board of County Commissioners and filing annual expenditure reports.

3. Contingent Fees. In accordance with Subsection 2-11.1(s)(7) of the Miami-Dade County Code, contingent fees are prohibited.

4. Presentations and Negotiations. Any representative of a prospective contractor participating in oral presentations or negotiations shall be listed on an affidavit submitted with the bid, proposal, or statement of qualifications in accordance with the "Conflict of Interest and Code of Ethics Ordinance," Section 2-11.1(s) of the Miami-Dade County Code, as amended.

J. Cone of Silence

1. The Cone of Silence, Subsection 2-11.1(t) of the Miami-Dade County Code, shall apply to procurements solicited and awarded by the Trust, subject to the following:
   a. The term "Trustee" is substituted for "Commissioner;"
   b. The term "Board" is substituted for "Board of County Commissioners;"
   c. The term "Chief Executive Officer of the Trust" is substituted for "County Mayor;"

d. The term "Assistant to the PHT Board" is substituted for "Clerk of the Board;"
e. The Chief Procurement Officer shall provide public notice of the Cone of Silence in accordance with Subsection 2-11.1(t)1.(b)(i) of the Miami-Dade County Code; and
f. The formal solicitation and award thresholds in the Trust's Procurement Regulation and this Regulation shall take precedence. In particular, the Cone of Silence does not apply to purchases made pursuant to Section V.B (Small Purchases).

K. Procurement Integrity

1. Supplier Relationships. Trust employees directly or indirectly involved in the procurement process must strive to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in their dealings with suppliers, including according fair and equitable treatment to all suppliers and their representatives.

2. Restrictive Specifications. Consistent with the provisions of this Regulation, Trust employees may not knowingly prepare or use an unnecessarily restrictive specification or statement of work that would effectively exclude acceptable products or services of one supplier or increase the prospects of award to another supplier.

3. Personal Use. Trust employees may not make purchases through Trust contracts, pricing agreements or purchase orders for the personal use of themselves or any other person.

L. Recovery of Value Transferred or Received in Breach of Ethical Standards

1. General Provisions. The Trust may seek recovery from both the employee and non-employee of anything transferred or received in breach of ethical standards.

2. Recovery of Kickbacks by the Trust. Upon a showing that a subcontractor made kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Trust. The Trust may seek recovery from both the recipient and the subcontractor making such kickbacks.

XVIII. Acceptance of Gifts from Jackson Memorial Foundation

A. Purpose

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, as amended, "Acceptance of Gifts," the "Trust shall have the authority to accept gifts of money, services or personal property," including "in-kind" donations. In addition, "the Trust may accept from a not-for profit organization whose primary purpose is to support the activities of the Trust gifts of construction projects." The purpose for this Section is to establish rules, conditions and terms for the acceptance of said gifts from Jackson Memorial Foundation ("Foundation").

B. Definition

"In-Kind" Donation means a donation in which the donor itself, or through an entity controlled by the donor, provides the personal property or performs the services, including construction and related professional services.

C. Applicable Statutes, Ordinances and Policies

1. Florida Statutes:
   a. Chapter 119, Public Records, as amended;

b. Section 255.05, Bond of Contractor Constructing Public Buildings, as amended;
c. Section 255.20, Local Bids and Contracts for Public Construction Works, as amended;
d. Section 255.071, Payment of Subcontractors, Sub-Subcontractors, Material-men, and Suppliers on Construction Contracts for Public Projects; as amended; and
e. Section 255.0525, Advertising for Competitive Bids or Proposals, as amended.

2. Miami-Dade County Code:
   a. Subsection 25A-4(h), Acceptance of Gifts, as amended;
   b. Section 10-34, Listing of Subcontractors Required, as amended;
   c. Section 10-35, Release of Claim by Subcontractors Required, as amended; and
   d. Section 10-36, Utility Connection Fees Not Billable, as amended.

3. Foundation Policies:
   Construction Procurement Regulation. Said Regulation or any amendments thereto are subject to review and approval by the Board of the Public Health Trust prior to becoming effective.

D. Role of Trust Officials
   1. Chief Procurement Officer. With the exception of gifts of money, the Chief Procurement Officer or designee shall conduct due diligence of all gifts of goods, services and construction initiated by the Foundation. Said due diligence shall include, but not be limited to:
      a. Risk management, including indemnification;
      b. Performance and payment bonds for construction projects;
      c. Consistency with Trust standards, including where applicable, specifications or scope of work;
      d. Life cycle costs, including, but not limited to, expected life, warranty, training, energy costs, operational goods, maintenance, downtime and salvage value;
      e. Compliance with minimal contractual requirements set forth by the Trust;
      f. Responsibility of proposed awardee, including debarment.

   2. Risk Management
      a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
      b. Review and approve insurance requirements in Foundation solicitation and contract documents.

   3. County Attorney's Office
      a. Review and approve indemnification provisions in Foundation solicitation and contract documents; and
      b. Review and approve insurance requirements in Foundation solicitation and contract documents.

   4. Senior Vice President or designee over Facilities, Design and Construction
      a. With concurrence of the Foundation's President/CEO and/or COO, determine the appropriate project delivery method for construction projects;
         i. Review and approve all drawings and specifications for public improvements conducted on Trust property:
            (1) For competitively awarded contracts, the review and approval shall occur prior to the issuance of the solicitation.

(2) For construction projects procured by competitive sealed proposals, a second review and approval shall occur prior to contract execution.
(3) For in-kind construction or non-competitive construction contracts, the review and approval shall occur prior to acceptance of the gift by the Trust and commencement of any onsite work.

ii. Review estimate of proposed construction project cost for reasonableness prior to solicitation;

b. Periodic inspection during the course of the Work to guard against defects and deficiencies and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the contract documents;

c. Inspection upon both substantial and final completion of construction projects to determine conformance with the contract documents; and

d. Assist the Chief Procurement Officer in developing contract conditions for the Foundation to utilize on public improvements to Trust property. Said conditions shall include, but not be limited to, working conditions, permits, quality of workmanship and materials, warranty, unknown site conditions, use of site, cutting and patching, cleaning up, protection of persons and property, time, and correction of work.

E. Acceptance

1. Board of County Commissioners. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, "subject to the prior approval of the Commission, the Trust may accept gifts of real property, the title of which shall be in Miami-Dade County."

2. Board. Except as otherwise provided herein, the Board shall approve all gifts of money, services, personal property or construction of $1,000,000 or more. Gifts of services, personal property or construction shall be subject to the written recommendation of the CEO or CEO's designee and the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

3. CEO. The CEO or designee may approve all gifts of money, services, personal property or construction less than $1,000,000, subject to the reviews and approvals required in this Section XVIII (Acceptance of Gifts).

F. Goods and Services

1. General. Except as otherwise provided herein, the procurement of goods or services for or in support of the Trust shall be made by or under the supervision of the Chief Procurement Officer.

2. Small Purchases. The Chief Procurement Officer may grant limited authority to the Foundation to make small purchases of goods and services in an amount not to exceed $10,000, subject to the reviews and approvals required in this Section. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Subsection.

G. Construction

1. Professional Services. The Foundation may procure professional services, including architectural, landscape architectural, engineering, land surveying and interior design services, related to construction projects pursuant to Foundation's Construction Procurement Regulations.

2. Contract for Construction. The Foundation may procure the contract for construction pursuant to the Foundation's Construction Procurement Policy. The contract for construction is subject to the provisions of this Section.

3. Limitation. Pursuant to Subsection 25A-4(h), Miami-Dade County Code, any construction project, including all related professional and non-professional services, personal property, change orders and contract modifications, shall not exceed $5,000,000 and must be fully funded by the Foundation.

4. Goods and Services. All goods and services related to a construction including, but not limited to fixtures and furnishing, shall be procured by the Foundation pursuant to the Construction Procurement Policy, subject to the reviews and approvals required in this Section.

5. Job Order Contract. The Chief Procurement Officer may authorize the Foundation to utilize Trust job order contracts, subject to the reviews and approvals required in this Section.

6. Public Records Laws. All solicitations and contracts made by the Foundation pursuant to this Regulation shall require contractors to abide by Chapter 119, Florida Statutes, Public Records Law, to the same manner and degree that would if their contract were with the Trust rather than the Foundation.

H. In-Kind Donations

Pursuant to Subsection 25A-4(h), Miami-Dade County Code, in-kind donations, including services, personal property, and construction, are exempt from all competitive bidding requirements and other programs otherwise mandated by the Code of Miami-Dade County for Public Health Trust contracts, provided additional costs, if any, are funded by a not-for-profit organization whose primary purpose is to support the activities of the Trust. Said in-kind donations are also exempt from the competitive bidding requirements of this Regulation. However, in-kind donations are subject to the provisions of this Section.

XIX. Hospital-Based Physician Services

A. Definition

Hospital-Based Physician Services means the non-employment, contractual engagement of one or more physicians to provide on-call emergency, medical director, radiology, anesthesiology, pathology, hospitalist, or other physician services at medical facilities operated by the Public Health Trust. It does not include physicians covered in either the University of Miami or Florida International University Annual Operating Agreements.

B. Exemptions

Except as otherwise provided herein, procurement of hospital-based physician services are exempt from this Regulation.

C. Source Selection

1. Hospital-based physician services may be procured with such competition as is practicable under the circumstances. Upon review by the County Attorney's Office for legal sufficiency, the Chief Procurement Officer may initiate a special procurement modifying the requirements of the Request for Proposals process as appropriate for the particular situation, including, but not limited to:

a. Waiver of public notice;
b. Limiting notice to selected persons;
c. Exempting meeting from 286.011, Florida Statutes, pursuant to Section 395.3035, Florida Statutes; and
d. Exempting disclosure of documents, offers and contracts from Chapter 119, Florida Statutes, pursuant to Section 395.3035, Florida Statutes.

D. Contract Award

1. Chief Procurement Officer. The Chief Procurement Officer may award hospital-based physician services contracts less than $1,000,000.

2. CEO. The Board delegates authority to the CEO, or CEO's designee to award hospital-based physician services contracts of $1,000,000 or more.

3. Report. Hospital-based physician services contract awards may be reported to the Board.

XX. References

Public Health Trust Board of Trustees - Approved 11/29/2023 – Resolution No. PHT 11/2023- 0**

Responsible Party: Chief Procurement Officer & Senior Vice President Strategic Sourcing

Reviewing Committee(s): The Public Health Trust Board of Trustees, Purchasing and Facilities Sub-Committee and Fiscal Committee

Authorization: President and CEO, Jackson Health System

Agenda Item 5.g
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 8,453 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT JACKSON BEHAVIORAL HEALTH HOSPITAL, LOCATED AT 1695 NW 9TH AVE, THIRD FLOOR, MIAMI, FLORIDA, FOR AN INITIAL FIVE-YEAR TERM, PLUS ONE (1), FIVE-YEAR RENEWAL OPTION, FOR THE PURPOSE OF OPERATING THE UNIVERSITY OF MIAMI DEPARTMENT OF PSYCHIATRY AND BEHAVIORAL SCIENCES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

WHEREAS, Section 25A-2(a) of the Code of Miami-Dade County, Florida ("Code") delegates to the Public Health Trust ("Trust"), the responsibility to operate, maintain and govern designated facilities, including Jackson Behavioral Health Hospital; and

WHEREAS, the University of Miami ("University") has been leasing space on the third floor of the Jackson Behavioral Health Hospital, located at 1695 NW 9th Avenue, Miami, Florida (the "Premises") for the use of the University of Miami Department of Psychiatry and Behavioral Sciences under an existing lease that is scheduled to expire on November 30, 2023; and

WHEREAS, the University desires to continue occupying the Premises and has requested that a new lease agreement be executed by the parties; and

WHEREAS, the Trust has confirmed that the Premises is not required for Trust purposes;

WHEREAS, the Trust seeks to authorize the Chief Executive Officer, and or his designee, to execute a new lease agreement with the University of Miami for the Premises, for an initial five-year term, plus one (1) five-year renewal option; and

WHEREAS, this Board has the authority to lease real property to the University pursuant to Section 25A-4(d) of the Code and pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board finds that the property is not needed for Public Health Trust purposes, and declares the property surplus.

Section 3. This Board finds that the University requires the property for a use consistent with its mission, and that the lease would promote the community interest and welfare, pursuant to Section 125.38, Florida Statutes, as amended.

Section 4. This Board authorizes the Chief Executive Officer or his designee, pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes and Section 25A-4(d) of the Code of Miami-Dade County, Florida, to execute a lease agreement with the University of Miami for approximately 8,453 rentable square feet of medical and professional office space located at Jackson Behavioral Health Hospital, 1695 NW 9th Avenue, 3rd Floor, Miami, Florida, for an initial five-year term, plus one (1), five-year renewal option, and to take all necessary action to effectuate same, and to exercise all rights conferred therein.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Lease Agreement with the University of Miami for Use of Space at the Jackson Behaviorial Health Hospital by the UM Department of Psychiatry and Behavioral Sciences

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Recommendation

Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer to execute a new lease agreement with the University of Miami, a Florida-not-for-profit corporation ("University"), for the rental of approximately 8,453 square feet of medical and professional office space at the Jackson Behavioral Health Hospital located at 1695 NW 9th Avenue, 3rd Floor, Miami, Florida ("Premises"), for use by the University of Miami Department of Psychiatry and Behavioral Sciences.

Scope

The proposed Lease Agreement would be for an initial term of five (5) years, with one (1) option to renew for an additional five (5) year term.

Fiscal Impact

The University shall pay to the Trust an estimated $1,682,929.69 in rent over the initial five-year term of the lease for its use of the Premises. The University shall pay to the Trust an estimated $3,633,906.44 in rent over a total cumulative period if the option to renew is exercised for an additional five-year term. The proposed rent has been established by an independent fair market value appraisal.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor the Lease Agreement.

Background

The University has been occupying the Premises under an existing lease that is scheduled to expire on November 30, 2023 and has advised that it desires to enter into a new, replacement lease to allow the University to continue conducting clinical care, research, and teaching at the Premises.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer or his designee to execute the Lease Agreement, take any other action required to effectuate the same, and to exercise any and all rights conferred therein.

Agenda Item 5.h
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4(D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO EXECUTE A LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR APPROXIMATELY 1,043 RENTABLE SQUARE FEET OF MEDICAL AND PROFESSIONAL OFFICE SPACE AT THE AMBULATORY CARE CENTER-EAST, LOCATED AT 1611 NW 12TH AVE, SUITE 154, MIAMI, FLORIDA, FOR A CUMULATIVE FOUR-YEAR TERM FOR THE PURPOSE OF OPERATING THE MIAMI CENTER FOR AIDS RESEARCH AND INSTITUTE FOR AIDS AND EMERGING INFECTIOUS DISEASES, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

WHEREAS, Section 25A-2(a) of the Code of Miami-Dade County, Florida ("Code") delegates to the Public Health Trust ("Trust"), the responsibility to operate, maintain and govern designated facilities, including Ambulatory Care Center – East; and

WHEREAS, the University of Miami ("University") has been leasing Suite 154 of the Ambulatory Care Center – East located at 1611 NW 12th Avenue, Miami, FL on Jackson Memorial Hospital campus (the "Premises") for purpose of operating the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases under an existing lease that is scheduled to expire on November 30, 2023; and

WHEREAS, the University desires to continue occupying the Premises and has requested that a new lease agreement be executed by the parties; and

WHEREAS, the Trust has confirmed that the Premises is not required for Trust purposes;

WHEREAS, the Trust seeks to authorize the Chief Executive Officer, and or his designee, to execute a new lease agreement with the University of Miami for the Premises, for a cumulative four-year term; and

WHEREAS, this Board has the authority to lease real property to the University pursuant to Section 25A-4(d) of the Code and pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board finds that the property is not needed for Public Health Trust purposes, and declares the property surplus.

Section 3. This Board finds that the University requires the property for a use consistent with its mission, and that the lease would promote the community interest and welfare, pursuant to Section 125.38, Florida Statutes, as amended.

Section 4. This Board authorizes the Chief Executive Officer or his designee, pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes and Section 25A of the Code of Miami-Dade County, Florida, to execute a lease agreement with the University of Miami for approximately 1,043 rentable square feet of medical and professional office space located Ambulatory Care Center-East, 1611 NW, 12th Avenue, Suite 154, Miami, Florida, for a cumulative four-year term, to take all necessary action to effectuate same, and to exercise all rights conferred therein.

Jackson HEALTH SYSTEM
Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Lease Agreement with the University of Miami for Use of Space at Ambulatory Care Center – East by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases

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Recommendation
Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer to execute a new lease agreement with the University of Miami, a Florida-not-for-profit corporation ("University"), for the rental of approximately 1,043 square feet of medical and professional office space at the Ambulatory Care Center - East located at 1611 NW 12th Avenue, Suite 154, Miami, Florida ("Premises"), for use by the Miami Center for AIDS Research and Institute for AIDS and Emerging Infectious Diseases.

Scope
The proposed Lease Agreement would be for a period of a cumulative four (4) years.

Fiscal Impact
The University shall pay to the Trust an estimated $163,632.36 in rent over the four-year term of the lease for its use of the Premises. The proposed rent has been established by an independent fair market value appraisal.

Track Record/Monitor
Dan Chatlos, Director, Real Estate Services, would track and monitor the Lease Agreement.

Background
The University has been occupying the Premises under an existing lease that is scheduled to expire on November 30,2023 and has advised that it desires to enter into a new, replacement lease to allow the University to continue conducting AIDS and emerging infectious disease research and training at the Premises.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer or his designee to execute the Lease Agreement, take any other action required to effectuate the same, and to exercise any and all rights conferred therein.

Agenda Item 5.i
Fiscal Committee
November 29, 2023

RESOLUTION NO. PHT – 11/2023 -

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER OR HIS DESIGNEE, PURSUANT TO SECTIONS 154.11(1)(F) AND 125.38, FLORIDA STATUTES, AS AMENDED, AND SECTION 25A-4 (D) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO NEGOTIATE AND EXECUTE NEW SHORT-TERM LEASE AGREEMENTS WITH THE UNIVERSITY OF MIAMI FOR SPACE CURRENTLY OCCUPIED BY THE UNIVERSITY AT JACKSON MEDICAL TOWERS, LOCATED AT 1500 NW 12TH AVENUE, MIAMI, FLORIDA, FOR A PERIOD OF UP TO ONE YEAR, AND TO TAKE ALL NECESSARY ACTION TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

Rosa Costanzo, Senior Vice President Strategic Sourcing, Supply Chain Management Division and Procurement Officer, Jackson Health System

WHEREAS, Section 25A-2(a) of the Code of Miami-Dade County, Florida ("Code") delegates to the Public Health Trust ("Trust"), the responsibility to operate, maintain and govern designated facilities, including the Jackson Medical Towers building located at 1500 NW 12th Avenue, Miami, Florida; and

WHEREAS, the University of Miami ("University") has been leasing space at Jackson Medical Towers for use by various University programs under the existing Space Utilization and Administration Agreement that is scheduled to expire on November 30, 2023; and

WHEREAS, in 2022 the Trust notified the University of its intent to close Jackson Medical Towers to allow for its future redevelopment and requested that the University relocate its existing programs to alternate locations before November 30, 2023; and

WHEREAS, the University has requested to continue occupying spaces on a month-to-month basis to allow for additional time for the University to relocate its programs; and

WHEREAS, Trust staff has evaluated the University's request and determined that continued occupancy by the University for a period of up to one (1) year will not impact the Trust's timeline for redevelopment of Jackson Medical Towers;

WHEREAS, no further extensions are available to the parties under the existing Space Utilization and Administration Agreement and therefore new, short-term lease agreements are necessary to allow for the continued short-term occupancy requested by the University

WHEREAS, the Trust seeks to authorize the Chief Executive Officer, or his designee, to negotiate and execute new short-term lease agreements with the University of Miami to allow the University to continue occupying space at Jackson Medical Towers on a month-to-month basis for a period of up to one (1) year;

WHEREAS, this Board has the authority to lease real property to the University pursuant to Section 25A-4(d) of the Code and pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes; and

WHEREAS, the Chief Executive Officer of the Trust, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the foregoing recitals.

Section 2. This Board finds that the property is not currently needed for Public Health Trust purposes, and declares the property surplus.

Section 3. This Board finds that the University requires the property for a use consistent with its mission, and that the leases would promote the community interest and welfare, pursuant to Section 125.38, Florida Statutes.

Section 2. This Board authorizes the Chief Executive Officer or his designee, pursuant to Sections 154.11(1)(f) and 125.38, Florida Statutes and Section 25A-4(d) of the Code of Miami-Dade County, Florida, to execute negotiate and execute new, short-term lease agreements with the University of Miami for space currently occupied by the University at Jackson Medical Towers located at 1500 NW 12th Avenue, Miami, Florida, for a period of up to one (1) year and to take all necessary action to effectuate same, and to exercise all rights conferred therein.

Jackson HEALTH SYSTEM

Miracles made daily.

TO: Carmen M. Sabater, Chairwoman
and Members, Fiscal Committee

FROM: Rosa Costanzo
Senior Vice President Strategic Sourcing, Supply Chain Mangement
and Chief Procurement Officer

DATE: November 29, 2023

RE: Short-Term Lease Agreements with the University of Miami at Jackson Medical Towers

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Recommendation

Staff recommends that the Public Health Trust Board of Trustees authorize the Chief Executive Officer, or his designee, to negotiate and execute new, short-term lease agreements with the University of Miami, a Florida-not-for-profit corporation ("University"), for the continued use of spaces currently leased by the University at Jackson Medical Towers located at 1500 NW 12th Avenue, Miami, FL to allow the University additional time to complete the relocation of University occupants to alternate locations.

Scope

Any new short-term lease agreements executed pursuant to this resolution will be on month-to-month basis for a period of up to one (1) year.

Fiscal Impact

The University shall pay to the Trust base rent an amount equal to approximately $18.84 per rentable square foot, which is equal to 125% of the current rental amount, plus operating expenses for the duration of any new lease executed pursuant to this resolution.

Track Record/Monitor

Dan Chatlos, Director, Real Estate Services, would track and monitor any new lease agreements executed pursuant to this resolution.

Background

The University currently occupies approximately 23,965 square feet of space at Jackson Medical Towers pursuant to the Jackson Memorial Medical Center Space Utilization and Administration Agreement between the Trust and the University dated May 24, 2018 ("Master Space Agreement") that is scheduled to expire on November 30, 2023.

In 2022, the Trust notified the University that the Trust intended to close and vacate Jackson Medical Towers to allow for its future redevelopment and that University programs currently located there would need to be relocated by the University upon the expiration of the Master Space Agreement.

The University has confirmed its intent to vacate its spaces at Jackson Medical Towers but has requested additional time to relocate some programs due to delays in the build-out of new spaces. Staff has evaluated the request and determined that cotinued occupancy by the University for a period of up to one (1) year will not impact the current project timeline for redevelopment of Jackson Medical Towers. No further extensions are available to the Parties under the existing Master Space Agreement and therefore new, short-term lease agreements are required to allow for the continued short-term occupancy requested by the University.

Accordingly, the Board's approval of this resolution is recommended to authorize the Chief Exucutive Officer, or his designee to negotiate and execute new, short-term lease agreements with the University for spaces currently occupied by the University at Jackson Medical Towers and to take any actions necessary to effectuate the same.

STRATEGY AND GROWTH COMMITTEE AGENDA

WEDNESDAY, NOVEMBER 29, 2023
11:00 AM

IRA C. CLARK DIAGNOSTIC TREATMENT CENTER (DTC)
SECOND FLOOR, CONFERENCE ROOM 259
1080 N. W. 19TH STREET
MIAMI, FL 33136

Public Health Trust Board Rules

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the committee, shall be barred from further audience before the committee, unless permission to continue or again address the committee be granted by the Chairperson. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the Board Room. Persons exiting the Board Room shall do so quietly.

The use of cell phones in the Board Room is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those seated around the board table, must exit the Board Room to answer incoming cell phone calls.

1 CALL TO ORDER

2 APPROVAL OF THE COMMITTEE MEETING MINUTES FOR OCTOBER 25, 2023

2.a

Meeting Minutes

3 INFORMATION TECHNOLOGY UPDATE - ***Mike A. Garcia, Senior Vice President and Chief Information Officer, Jackson Health System***

4 CALL TO ADJOURN

PUBLIC HEALTH TRUST BOARD OF TURSTEE ONE-DAY COMMITTEE MEETINGS

STRATEGY AND GROWTH COMMITTEE MEETING MINUTES

Wednesday, October 25, 2023
Followed the Fiscal Committee Meeting

Ira C. Clark Diagnostic Treatment Center
Conference Room 259

Strategy and Growth Committee
Walter T. Richardson, Chairman
Laurie Weiss Nuell, Vice Chairwoman
Matthew J. Allen
Antonio L. Argiz
Amadeo Lopez-Castro, III
Carmen M. Sabater
Senator Alexis Calatayud

Member(s) Present: Walter T. Richardson, Amadeo Lopez-Castro, III, Laurie Weiss Nuell, Antonio L. Argiz, Carmen M. Sabater, Matthew J. Allen and Senator Alexis Calatayud

Member(s) Excused: None

In addition to the Committee members, the following staff members and Assistant Miami-Dade County Attorneys were present: Carlos A. Migoya, David Zambrana, Brittany Del Forn, Darcell Felder, Esther Caravia; Laura Llorente and Christopher Kokoruda, Assistant Miami-Dade County Attorneys

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1. CALL TO ORDER
Walter T. Richardson, Chairman, Strategy and Growth Committee at 12:41 p.m.

2. APPROVAL OF THE COMMITTEE MEETING MINUTES FOR MAY 24, 2023

Amadeo Lopez-Castro, III, moved approval; seconded by Senator Alexis Calatayud, and carried without dissent.

3. COMMUNITY HEALTH NEEDS ASSESSMENT STUDY PLAN

Brittany Del Forn, Director of Market Intelligence and Darcell Felder, Senior Market Intelligence Analyst, Strategic Planning and Business Development presented an overview and perspective of the Community Health Needs Assessment Study Plan (CHNA). The CHNA assessment identifies key needs and issues of a designated population or area. It is an examination of health status indicators used to recognize problems and access in the community. CHNA used a comprehensive systematic data collection and analysis to defined priorities for health improvements and creative collaborate environment to engage stakeholders and foster an open transparent process to listen and understand the needs of the residents. The ultimate goal of CHNA is to develop strategies that address needs and identify issues help improve or create new community health programs. This year a comprehensive CHNA was conducted for Miami-Dade County in partnership with Jackson Health System, Mount Sinai Medical Center, Nicklaus Children's Hospital and University of Miami Health System and implemented a reciprocal process that requires evaluation of efforts and realignment of resources when necessary. Under section 501(r), of the Internal Revenue code an organization must conduct a CHNA every three years and adopt an implementations strategy to meet the community health needs identified.

Purpose of multi facility CHNA is to ensure a fully comprehensive needs assessment for Miami-Dade County, increase organization collaboration for identifying the significant health needs of the community and support an overall shared participation in improving health outcomes of Miami-Dade County residents. This year Syntellis was selected to conduct and facilitate the CHNA Summit, a sixteen week process of engagement of four units faces. The Community Health Summit had participation of one hundred twenty individuals from sixty two community organizations. Twenty health issues were identified, stakeholders will prioritize these issues based on magnitude of issues, seriousness of consequences and feasibility of community change. Next step, pending board approval, then to develop and design implementation strategy that will outline future initiatives and measures that will impact actions. Details for this report was included in the agenda.

Trustee Lopez-Castro, enquire regarding which is consider as top priority from the selected issues, Ms. Del Forn stated that access healthcare and mental health is top two, these affects most of the diverse community. Some of the twenty health issues selected are social determinants.

Trustee Senator Calatayud, enquire on collaboration between entities and additional partnership; how implementation plans is going to be created, carve out roles by each partner and overlap of synergies? Ms. Del Forn, stated that last year a collaborative Initiative was created with Nicklaus Children and University of Miami, this year included Mount Sinai. Ultimately, expectation is for all to have same goal, collaborate and start curating plans to be able to get one implementation plan. Another important issue to focus on is mental health.

4. 2024 STATE LEGISLATIVE PRIORITIES

Ms. Esther Caravia, Vice President of Government Relations and Chief of Staff, provided update on the 2024 State Legislative priorities for the organization. Each trustee was briefed individually and informed that state legislation will get another active health care session. The organization remain optimistic since have great team assisting and a supportive Miami-Dade delegation which includes, Senator Calatayud, Senator Garcia and Representative Cabrera. Jackson Health respectfully ask for approval of 2024 Legislative Priorities, and once approved, will submit to Miami-Dade Board of County Commissioners for inclusion and approval of the County 2024 Package.

5. RESOLUTIONS RECOMMENDED TO BE ACCEPTED

5.a **RESOLUTION APPROVING THE 2023 COMMUNITY HEALTH NEEDS ASSESSMENT AND AUTHORIZING THE PRESIDENT AND CHIEF EXECUTIVE OFFICE TO EXECUTE SUCH PLAN** *Sponsored by Matthew I. Pinzur, Senior Vice President and Chief Marketing Officer, Jackson Health System*

MOTION TO ACCEPT THE RESOLUTION WITH A FAVORABLE RECOMMENDATIO TO THE BOARD OF TRUSTEES

Carmen M. Sabater moved to accept the resolution; seconded by Senator Alexis Calatayud and carried without dissent.

5.b **RESOLUTION APPROVING THE 2024 FEDERAL AND STATE LEGISLATIVE PRIORITIES OF THE PUBLIC HEALTH TRUST AND DIRECTING THE CHIEF EXECUTIVE OFFICER, OR HIS DESIGNEE, TO SUBMIT THE LEGISLATIVE PRIORITIES TO MIAMI-DADE COUNTY, THROUGH THE OFFICE OF INTERGOVERNMENTAL AFFAIRS, FOR INCLUSION IN THE COUNTY'S PROPOSED 2024 FEDERAL AND STATE LEGISLATIVE PACKAGE** *Sponsored by Carlos A. Migoya, President and Chief Executive Officer, Jackson Health System*

MOTION TO ACCEPT THE RESOLUTION WITH A FAVORABLE RECOMMENDATIO TO THE BOARD OF TRUSTEES

Matthew J. Allen moved to accept the resolution; seconded by Amadeo Lopez-Castro, III and carried without dissent.

6. CALL TO ADJOURN

Walter T. Richardson, Chairman, Strategy and Growth Committee at 12:54 p.m.

Meeting Minutes Prepared by: Adriana V. Pascal
Executive Assistant and
Secretary to the Public Health Trust Board of Trustees