

**M E M O R A N D U M**

TO: COMMISSION ON ETHICS AND PUBLIC TRUST

FROM: ARDYTH WALKER, STAFF GENERAL COUNSEL

RE: R00 01-82

DATE: AUGUST 10, 2001

.....

**BACKGROUND**

Asif Jamal, Director of Finance for the Managed Care Division of the Public Health Trust, is seeking an advisory opinion regarding his wife's consulting contract with the Public Health Trust.

**FACTS**

Stephanie Schmidt, Jamal's wife, is president of Esteri Healthcare. Esteri Health care has a consulting contract to operate a Medicaid demonstration project for the Public Health Trust and two other hospital systems. The agreement was executed prior to the marriage in 1998. The consulting agreement is month to month and may be terminated upon fourteen days notice by either party. The agreement is overseen by the Department of Managed Care.

**ARGUMENT**

The Conflict of Interest and Code of Ethics ordinance prohibits Schmidt from contracting with the Public Health Trust to provide consulting services. Section 33A makes the provisions of the Conflict of Interest and Code of Ethics ordinance applicable to Trust employees with the Public Health Trust substituted for the Board of County Commissioners in its provisions. Section 2-11.1 (c) provides that " Notwithstanding any provision to the contrary herein, subsection (c) and (d) shall not be construed to prevent any employee...from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County as long as 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, 2) the employee has not participated in determining the subject contract awards or awarding the contract , and 3) the employee's job responsibilities and job description will not require him or her to be involved

ROBERT MEYERS  
Executive Director

A handwritten signature in cursive script, appearing to read "Robert Meyers", written over a horizontal line.

Sincerely yours,

job responsibilities and job description will not require him or her to be involved with the contract in any way, including but not limited to its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family to enter into a contract with Miami-Dade County or any person or agency acting for Miami-Dade County if the employee works in the county department which will enforce, oversee or administer the subject contract."

Since you work in the department that has responsibility for oversight of the contract, the code prevents your wife from contracting with the Trust.

However, the Public Health Trust may waive the conflict. The Trust may waive an employee's conflict if the Trust finds that the requirements of the Conflict of Interest ordinance regarding contracting for a county employee have been met and that the proposed transaction will be in the best interest of the County.

Therefore, the Conflict of Interest and Code of Ethics ordinance prohibits your wife from contracting with the Public Health Trust because you work for the department that has oversight of the contract.

This opinion construes the Miami-Dade Conflict of Interest and Code of Ethics ordinance only and is not applicable to any conflict under state law. Please contact the State of Florida Commission on Ethics if you have any questions regarding possible conflicts under state law.

If you have any questions regarding this opinion, please call Ardyth Walker, Staff General Counsel at (305) 350-0616 or the undersigned at (305) 579-2594.

Code of Ethics ordinance reference is made to Dade County, that reference shall be deemed and construed to be a reference to the Public Health Trust; whenever in the Conflict of Interest and Code of Ethics ordinance reference is made to the Board of County Commissioners that reference shall be deemed and construed to be a reference to the Board of Trustees of the Public Health Trust and whenever in the Conflict of Interest ordinance reference is made to the Commissioners of the Board of County Commissioners, that reference shall be deemed to be a reference to the voting members of the Board of Trustees of the Public Health Trust."

Section 2-11.1(d) provides that no person... shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which he or a member of his immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and any such contract, engagement or business arrangement entered into in violation of this subsection shall render the transaction voidable."

Section 2-11.1 (c) provides that " Notwithstanding any provision to the contrary herein, subsection (c) and (d) shall not be construed to prevent any employee...from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest, with Miami-Dade County or any person or agency acting for Miami-Dade County as long as 1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, 2) the employee has not participated in determining the subject contract awards or awarding the contract , and 3) the employee's



October 15, 2001

**ETHICS COMMISSIONERS**

Kerry E. Rosenthal, Chairperson  
Charles A. Hall, Vice Chairperson  
Elizabeth M. Iglesias  
Knovack G. Jones  
Robert H. Newman

**ROBERT A. MEYERS**  
EXECUTIVE DIRECTOR

**MICHAEL P. MURAWSKI**  
ADVOCATE

**ARDYTH WALKER**  
STAFF GENERAL COUNSEL

Asif Jamal  
Jackson Health System  
1801 N.W. 9<sup>th</sup> Avenue  
Suite 700  
Miami, FL 33136

**RE: REQUEST FOR ADVISORY OPINION 01-82**

Dear Mr. Jamal:

The Commission on Ethics and Public Trust considered your request for an advisory opinion at its meeting on October 11, 2001 and rendered its opinion based on the facts stated in your letter.

You requested an opinion regarding your wife's consulting contract with the Trust.

In your letter, you advised the Commission that your wife, Stephanie Schmidt, is president of Esteri Healthcare. Esteri Healthcare has a consulting contract to operate a Medicaid demonstration project for the Provider Service Network. The Public Health Trust is a member of the Network. The agreement was executed prior to the marriage in 1998. The consulting agreement is month to month and may be terminated upon fourteen days notice by either party.

The Commission found that the Conflict of Interest and Code of Ethics ordinance prohibits Schmidt from contracting with the Public Health Trust to provide consulting services. The Conflict of Interest and Code of Ethics ordinance applies to Public Health Trust employees. Section 25A-3 (c) of the Code of Miami-Dade County provides that "(w)henever in the Conflict of Interest and