
Subject: INQ 14-156 - Matt Pinzur, Associate Vice President, Communications and Outreach Executive Office, Jackson Health System - Ethics Opinion

Attachments: 10-18-14 Jackson Health Systems Fetal Therapy Reunion CONTRACT.DOC; Delegation of Authority.pdf; Visio-External Affairs TO.pdf

INQ 14-156

-----Original Message-----

From: Centorino, Joseph (COE)
Sent: Thursday, June 26, 2014 8:51 AM
To: Sanchez, Rodzandra (COE)
Subject: INQ - Matt Pinzur, Associate Vice President, Communications and Outreach Executive Office, Jackson Health System (

-----Original Message-----

From: Centorino, Joseph (COE)
Sent: Wednesday, June 25, 2014 6:01 PM
To: Diaz-Greco, Gilma M. (COE)
Subject: INQ - Matt Pinzur, Associate Vice President, Communications and Outreach Executive Office, Jackson Health System (

Matt Pinzur, Associate Vice President, Communications and Outreach Executive Office, Jackson Health System (JHS), inquired regarding whether it would be a conflict of interest for him to execute a contract on behalf of JHS, where his wife is an independent contractor with an entity that contracts with the party that is contracting with JHS. JHS is to enter into a contract with Ovations Food Services, LP, for catering of an event sponsored by JHS at Jungle Island in Miami-Dade County. The event is a Fetal Therapy Reunion for former Fetal Therapy patients at JHS. The contract with Ovations falls within Mr. Pinzur's signatory authority as one of a class of contracts in which JHS CEO Carlos Migoya has delegated such authority to Mr. Pinzur. Ovations Food Services, LP, is a separate entity from Jungle Island and is the designated caterer that has a contract with Jungle Island for catering events at that location. Mr. Pinzur's wife is a public relations consultant with her own company. Her company has a one-year contract with Jungle Island for the provision of public relations services for which she is paid a fixed monthly amount. She is not an employee of Jungle Island or of Ovations Food Services, LP. She has no financial or other interest in the catering contract that Ovations Food Services, LP, has with Jungle Island nor any financial interest in the contract to be executed between JHS and Ovations.

I informed Mr. Pinzur that he does not have any prohibited conflict of interest in regard to the contract between JHS and Ovations, but suggested that, in order to avoid any appearance of impropriety, he should consider, as a county employee subject to the County ethics Code, recusing himself from executing the contract and deferring to the CEO to approve it. There is no prohibited conflict of interest because the contract, in which neither he nor his wife has any financial interest, does not fall within the ambit of Section 2-11.1(c), Section 2-11.1(d), or Section 2-11.1(n) of the code, each of which require that either the county employee or his/her immediate family member have a financial interest in the matter. Inasmuch as there is no such financial interest, there is no prohibited conflict of interest under any of the aforesaid sections. Nonetheless, given the fact that Mr. Pinzur has direct signatory authority over a contract for the sponsorship of an event at a location where Mr. Pinzur's wife is herself a contract public relations consultant, could result in a perception of impropriety in the

event that her promotional work for Jungle Island could be construed as promoting the reunion sponsored by JHS at that location. Therefore, Mr Pinzur would be well-advised to avoid personally executing the contract, which he agreed he would not do.

-----Original Message-----

From: Ramos, Miriam S. (COE)
Sent: Tuesday, June 24, 2014 10:51 AM
To: Centorino, Joseph (COE)
Subject: FW: Fetal Therapy Reunion

Joe,

Let me know how you would like to proceed of if you want to discuss.

Miriam S. Ramos, Esq.
Deputy General Counsel

Miami-Dade Commission on Ethics and Public Trust
19 W. Flagler Street, Suite 820
Miami, FL 33130
Tel: (305) 579-2594
Fax: (305) 579-0273
ethics.miamidade.gov

Under Florida law, email addresses are public records. If you do not want your e-mail address released to a public-records request, do not send electronic mail to this entity. Instead contact this agency by phone or in writing.

-----Original Message-----

From: Lebowitz, Lawrence (COE)
Sent: Monday, June 23, 2014 5:00 PM
To: Ramos, Miriam S. (COE)
Cc: Diaz-Greco, Gilma M. (COE)
Subject: FW: Fetal Therapy Reunion

Miriam:

I'm forwarding this to you because Gilma's on vacation. Received a call, followed by this chain of emails and attached documents from Matthew Pinzur, an associate VP at Jackson for communications and outreach.

Short version: Jackson holds this annual event for fetal therapy patients and their parents at Jungle Island. Matt, who works directly under Carlos Migoya, has had signatory authority for this event for several years. In the last year, Matt's wife has started working for Jungle Island as their primary PR vendor (but as a contractor, not a full-time employee).

Does this rise to the level of a potential conflict that needs to be blessed by the Commission via the RFO process? As you will see in the email chain below, Matt contact one of the Assistant County Attorneys assigned to Jackson, Gene Shy, who recommended that Matt seek an opinion from the COE.

Can you take a look at these facts on Tuesday and let me know if he needs to submit a formal RFO? Or would these emails constitute a formal request?

Thanks,
Larry

Larry Lebowitz, Investigator
Miami-Dade County Commission on Ethics & Public Trust
19 West Flagler St., Suite 820
Miami, FL 33130

Main: 305.579.2594 x103
Direct: 305.350.0611
Email: LEBOWIT@miamidade.gov

-----Original Message-----

From: Pinzur, Matthew I [mailto:Matthew.Pinzur@jhsmiami.org]
Sent: Monday, June 23, 2014 4:28 PM
To: Lebowitz, Lawrence (COE)
Cc: Shy, Eugene (CAO)
Subject: FW: Fetal Therapy Reunion

Lebo,

Thanks for making a few minutes to talk.

To answer your phone questions:

1. I report directly to Carlos Migoya. TO attached.
2. I have delegated authority to sign these kinds of contracts, also attached.
3. Total value of the contract will be dependent upon attendance, also attached. I expect it will be \$8,000 to \$10,000.

Holler if there's any other useful background we can provide.

--

Matthew I. Pinzur
Associate Vice President, Communications & Outreach Executive Office

Jackson Health System
1611 NW 12th Avenue
Alamo Building #104
Miami, FL 33136
Office: 305-585-7136
matthew.pinzur@jhsmiami.org

-----Original Message-----

From: Shy, Eugene (CAO) [mailto:eshy@miamidade.gov]
Sent: Sunday, June 22, 2014 10:51 AM
To: Pinzur, Matthew I
Subject: Re: Fetal Therapy Reunion

You are welcome.

Sent from my ShyPhone

> On Jun 22, 2014, at 10:49 AM, "Pinzur, Matthew I" <Matthew.Pinzur@jhsmiami.org> wrote:

>

> Will do. Thanks.

>

> --

> Matthew I. Pinzur

> Associate Vice President, Communications & Outreach Jackson Health

> System

> ---

> Sent from my iPhone

>

>> On Jun 22, 2014, at 10:46 AM, "Shy, Eugene (CAO)" <eshy@miamidade.gov> wrote:

>>

>> My recommendation would be that you not sign the contract and that it be executed by the appropriate person under the Trust's Procurement Regulation. Also, you may wish to give the Ethics Commission a call for additional guidance under to the Code of Ethics.

>>

>> Sent from my ShyPhone

>>

>>> On Jun 20, 2014, at 6:07 PM, "Pinzur, Matthew I" <Matthew.Pinzur@jhsmiami.org> wrote:

>>>

>>> Rosa & Gene,

>>>

>>>

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>>> I'd like to ask your opinion on something.

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>>> For the last few years, we've hosted a reunion event at Jungle

>>> Island for families of former Fetal Therapy patients (Dr. Quintero).

>>> We are planning to do the same event again this fall.

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>>> Island as their primary public-relations provider. She is not an

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>>> From: Barrios, Madeline C
>>> Sent: Tuesday, June 17, 2014 4:45 PM
>>> To: Pinzur, Matthew I
>>> Cc: Taylor, Adam
>>> Subject: Fetal Therapy Reunion
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>>>
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>>> Attached is the contract for the Fetal Therapy Reunion at Jungle Island.

>>> The only thing that changed from last year is the price of the food.
>>> There's a new management company so they raised their prices a bit
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>>> Madeline Barrios
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>>> Jackson Memorial Hospital
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>>> 1611 NW 12 Avenue
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>>> Miami, FL 33136-1096
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>>> Phone: 305-585-7203
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>>> Fax: 305-585-7200
>>> mbarrios@jhsmiami.org
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>>> CONTRACT.DOC> <image001.gif> <image002.gif> <image003.gif>
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From: Centorino, Joseph (COE)
Sent: Thursday, June 26, 2014 8:52 AM
To: Sanchez, Rodzandra (COE); Diaz-Greco, Gilma M. (COE)
Subject: Please include in Pinzur INQ File

-----Original Message-----

From: Pinzur, Matthew I [mailto:Matthew.Pinzur@jhsmiami.org]
Sent: Thursday, June 26, 2014 8:16 AM
To: Shy, Eugene (CAO)
Cc: Centorino, Joseph (COE); Abolila, Esther; Costanzo, Rosa M; Migoya, Carlos (President and CEO); Barrios, Madeline C; Taylor, Adam
Subject: RE: Fetal Therapy Reunion

Hi, Gene,

I spoke with Joe Centorino yesterday. His opinion is that I should proceed on the original path I mapped out - recuse myself and have my staff present the contract to Carlos for his consideration. Joe doesn't believe there's any direct conflict... my wife does not reap direct or indirect benefit from this event. Technically, there's not even overlap... her contract is with Jungle Island and our contract will be with the catering company that is the exclusive vendor at Jungle Island.

Nonetheless, in the interest of total transparency and ensuring against even a perception of conflict, we agreed it's best that I recuse myself. I've spoken to Carlos about this, and he agrees.

Thanks for your help.

--

Matthew I. Pinzur
Associate Vice President, Communications & Outreach Executive Office

Jackson Health System
1611 NW 12th Avenue
Alamo Building #104
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Catering Agreement

Today's Date: Friday, June 13, 2014
Authorized Representative: Matthew I. Pinzur & Madeline C. Barrios
Name of Group: Jackson Health Systems
Fetal Therapy Reunion
Event Date: Saturday, October 18, 2014
Address: 1611 N.W. 12 Avenue
City/State/Zip: Miami, FL 33136
Client Phone: (305) 585-7203
Client Email: mbarrios@jhs-miami.org
Sales Contact: Aston H. Ziadie
Phone: (305) 400-7231

This agreement executed this 13th day of June, 2014, by and between Jackson Health Systems Fetal Therapy Reunion, having its principal office or residence at Miami, Florida, hereinafter referred to as "Customer", and Ovations Food Services, LP, hereinafter referred to as "Caterer".

RESPONSIBILITY OF CATERER:

To cater and serve the agreed upon menu at customer's "event" to be held at the facility for the date of Saturday, October 18, 2014. To provide such other requirements as are specified in the attached event order section of this agreement.

RESPONSIBILITY OF CUSTOMER:

Customer must provide a guarantee of the total number of persons and/or quantities to be served (3) days prior to the function, excluding weekends. Caterer will be prepared to serve 5% above the guarantee.

FUNCTION SPACE

The following specifications have been reserved at this time: **BBQ Pavilions 1, 2 & 3**

Date	Start Time	End Time	Function	Setup	Agreed	Room Rental
10/18/14	10:00 am	6:00 pm	Park Admission	Existing	200 MIN	Waived
10/18/14	12:00 pm	3:00 pm	Food Service	Standard	200 MIN	Waived

PAYMENT POLICY/ADVANCED DEPOSIT

An advance deposit is required when properly securing space at ***Ovations at Jungle Island*** and additional advance deposits will be required up to the date of the event. The advanced deposit schedule shall be as follows:

- On signature of this contract an advanced deposit* of **\$2000.00** is required.

- The **Final Attendance Guarantee** and **Balance** shall be **due on or before 12 noon on Wednesday, October 15, 2014 (3 business days prior to the Event)**. **Payment** must be with **cashier's check, cash or credit card**. If a **personal check** is made **as a final payment**, it must be **received 14 business days prior to the event**. A credit card will be held as a guarantee after the final payment in the event there are any additional charges the evening of the function. Any additional charges are to be settled at the end of the Event.
- Deposit payments received within two weeks of the event will need to be made either by electronic transfer of funds, cashier's check, or credit card. ***Please make all checks payable to Ovations Food Services.***
- Any additional amount(s) due caterer from customer based on actual number of persons served and/or other incidental charges (i.e., minimums and labor guarantees) will be determined following the event. Such amount will be payable by customer credit card or check immediately following event
- In the event any balance owing to the caterer is not paid within thirty (30) days following the event, such balance shall accrue a 1-1/2% late charge each month that the balance is outstanding.
- No service will commence until the signed Catering Agreement are returned to Ovations Food Services.
- **We will gladly accept credit card payments from MC, Visa & American Express, check, or electronic transfer of funds (for bank wiring information contact your Catering Sales Manager)**
- **All Deposits are Non-Refundable and Non-Transferable.**

OPTION DATE:

Your date is being held as "**Definite Hold**" Event based on our conversations and I will not release the event space unless directed by you **before 6/27/14** pending receipt of your signed contract & requested Deposit. Following this time the space may become available to others without notification.

POLICIES AND PROCEDURES

FUNCTIONS, MEETING SPACE AND CATERING

1. The sale and dispensing of alcoholic beverages are regulated by the city of Miami and the State of Florida. Ovations at Jungle Island sells all liquor that is to be consumed on our property and reserves the right of refusal of service to any attendee without penalty.
2. *Ovations at Jungle Island* must receive the final guarantee of number expected for each meal function, unless otherwise noted due to menu selection, no later than 3 days prior to the date of the function. All food and beverage prices are subject to applicable tax, and catering supplemental fee, currently 8% and 23% respectively.
3. The Host / Organization assumes the entire responsibility and liability for losses, damages, claims, demands and expenses (including but not limited to actual attorney's fees) arising out of, or in any way connected with: a) injury or damages to displays,

equipment and other property brought on The *Treetop Ballroom* premises by the Host / Organization or any member, agent, or representative thereof; and b) injury to any person or damage to any property arising out of (I) any action of any member, agent, or representative of the Organization or (ii) any property brought onto the Oventions at Jungle Island premises by the Host / Organization or any member, agent or representative thereof. The Host / Organization shall indemnify, defend and hold harmless Oventions at Jungle Island, its owner, affiliated entities, agents, servants and employees from any and all such losses, damages, claims, demands and expenses.

4. The Host / Organization agree & acknowledge that Oventions at Jungle Island is a Multi-Event Facility with shared common areas. Sound levels, where & whenever possible, will be mandated without penalty at the discretion of Oventions at Jungle Island Management.
5. Oventions at Jungle Island reserves the right to assign space as needed to maximize our potential.
6. **Overtime Labor Charges** will apply for Events going beyond the contracted agreed upon scheduled times. Additional \$3.00++ per Hour, per Person based upon the Guarantee of Attendance, for events without extended bar service: and additional \$6.00++ per Hour, per Person, for events with extended bar service.

7. Outside Food & Beverages:

No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guests or invitees without prior written approval of the General Manager or Food & Beverage Director. Food items may not be taken off the premises; however, at Oventions sole discretion, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged.

MENU PRICING

Menu Pricing has been established for you based upon our menu below. **Please note that menu & final details are due at least 30 days prior to event.**

Picnic Buffet
BBQ Served From
12:00 pm to 2:00 pm

I

Grilled Hamburgers
Sliced American Cheese
All-Beef Hot Dogs
Open Pit Barbecued Chicken

Classic Coleslaw, Macaroni Salad, Molasses Baked Beans

Condiment Tray
Sliced Tomato – Onion – Sliced Pickles – Pepperoncini Peppers

Assorted Fresh Baked Cookies

All of our Picnic Buffets Include:

Ketchup • Mayonnaise • Mustard • Sweet Pickle Relish •
Assorted Sodas • Lemonade • Ice Water Jug

MINIMUMS

We are contracting space for your event based on the menu price of **\$34.00 per adult and \$29.00 per child (3 to 10yrs of age), with a minimum guest count of 200 guests.**

*All Food and Beverage Prices are subject to 23% Catering Supplemental Fee
and All Applicable Taxes*

All Prices are subject to change without notice prior to Contract.

CANCELLATION

- **All Deposits & Payments are Non-Refundable.**
- All requests for Cancellation must be in writing from the Host / Organization.
- Cancellation more than 90 days prior to Event will owe 50% of the agreed Minimum.
- Cancellation 31 to 90 days prior to Event will owe 75% of the agreed Minimum.
- Cancellation 30 days or less will owe 100% of the agreed Minimum.

PARKING

Ovations at Jungle Island provides attached Self Parking for guests attending the event at a Rate of: **\$6.00 (Reduced from 8.00) per vehicle. (X) Hosted.**

IMPOSSIBILITY OF PERFORMANCE

The Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations, or other of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it inadvisable, illegal or otherwise impossible to provide the facilities or the services or to hold any event; any delay in necessary and essential construction or renovations of The Treetop Ballroom or Jungle Island; arrest or seizure under legal process; strike, lockout, or work stoppage or other restraint of labor, either partial or general, from whatever cause.

GENERAL PROVISIONS

(A) By executing this Agreement, the Host / Organization consents to the exercise of personal jurisdiction over the Host / Organization by the courts of the city of Miami, FL. The Parties agree that the venue of any action involving or arising under this Contract shall be in the City of Miami, FL. **(B)** This Agreement shall be governed by and construed in accordance with the laws of the City of Miami, FL. **(C)** If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect; d) In any legal proceeding of any nature involving the interpretation, construction, application, or enforcement of any of the terms of this Agreement, the prevailing Party shall be entitled to an award for reasonable attorney's fees incurred in connection with the proceeding.

VENDORS

The Host / Organization agrees to hire only vendors, including but not limited to florists, musicians, and photographers who meet all state and/or local licensure requirements and

carry worker's compensation and public general liability insurance of not less than \$1,000,000. The Host / Organization shall notify all its vendors of this requirement and have **Treetop Ballroom, Jungle Island** named as an additional insured under said policies and provide evidence to Ovations at Jungle Island of insurance coverage at least ten (10) working days prior to the Host / Organization's function date. The Host / Organization shall also notify its vendors of Ovations at Jungle Island's rules and regulations which are available at the sales office – including but not limited to restrictions on times, places and methods of delivery, set-up and removal of props, supplies and equipment, and have its vendors acknowledge the same by signing a copy. The Host / Organization shall also be responsible for seeing that all its vendors abide by Ovations at Jungle Island's rules. If the Host / Organization cannot or does not require its vendor(s) to meet the above conditions, Ovations at Jungle Island may bar said vendor(s), or at Ovations at Jungle Island's sole option and discretion, or may waive said conditions, provided such waiver is in writing and signed by an authorized representative of Ovations at Jungle Island and: (a) the Host / Organization personally assumes all responsibility for vendor actions; (b) the Host / Organization personally assumes any and all responsibility and liability for any costs, damages, lawsuits, and/or claims asserted and/or filed against Ovations at Jungle Island (and/or any representatives or guests of Ovations at Jungle Island or its guests, employees, agents, representatives, property or any of the above mentioned) by vendors hired by the Host / Organization or by any others who may have been injured by vendor, vendors agents, employees, representatives, props or equipment; (c) the Host / Organization expressly agrees to indemnify and hold harmless Ovations at Jungle Island and Ovations at Jungle Island's insurance company from any liability, claim, damage, or expense, including reasonable attorney's fees and costs, arising out of, or from, any intentional, improper, reckless, wrongful, negligent or harmful act, error, omission, or other activity whatsoever of any vendor(s) providing services for the Host / Organization at Ovations at Jungle Island's premises; (d) the Host / Organization acknowledges that this waiver is only in effect if it is evidenced by a notice of waiver signed by the Host / Organization.

THIRD PARTY OPTION

The persons signing this Agreement on behalf of Ovations at Jungle Island and the Host / Organization respectively each warrant that they are authorized to make the agreements set out on behalf of Ovations at Jungle Island and the Host / Organization, respectively, and have the authority to bind these two to this Agreement. This Agreement constituted the entire understanding between the parties, and supersedes any previous communications, representations or agreements, whether written or oral. No changes or modifications of any of the terms or conditions of this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. Any provision of this Agreement, which is enforceable in such jurisdiction, shall not invalidate or render unenforceable the remainder of this Agreement. Notices must be sent by certified or registered mail, return receipt requested, or by facsimile, and shall be effective upon actual receipt.

APPROVAL OF CONTRACT:

Caterer shall not be responsible for any losses resulting from non-fulfillment of any terms or provisions of this Agreement if caterer shall be delayed or prevented from performing in whole or in part because of war, riot, strike, flood, or by any other act of occurrence not within control of caterer or which caterer could not prevent.

Each person signing this agreement on behalf of the customer represents that he has full authority to bind the customer and will be jointly and severally liable for all amounts owing if said authority is found to be true.

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors, and assignors.

In witness whereof, customer and caterer have executed this agreement:

Ovations Food Services, LP

**Customer: Jackson Health Systems Fetal
Therapy Reunion**

Signed: _____

Signed: _____

Print Name: Aston H. Ziadie

Print Name: Matthew I. Pinzur .

Title: Senior Catering Sales Manager

Title: Corporate Director, External Affairs .

Date: _____

Date: _____



Carlos A. Migoya
President & Chief Executive Officer

TO: Matthew I. Pinzur
Corporate Director, External Affairs

FROM: Carlos A. Migoya
President & Chief Executive Officer

DATE: September 11, 2012

RE: Delegation of Authority

By means of this memorandum, I am delegating to you the authority to review and execute, on my behalf, all agreements, contracts and memoranda of understanding related to public relations, marketing, advertising and community outreach for Jackson Health System, except for those with a value above \$250,000 or those that require presentation to and approval of the governing board of the Public Health Trust.

The effective date of this delegation is the date of the memorandum and the delegation shall continue until revoked by me or my successor or until your ceasing to serve as my designee in these matters or you are no longer an employee of the Public Health Trust.

Under no circumstances is the delegation made hereby further delegable by you to any other employee of the Public Health Trust.

As you always have, I expect you exercise your best judgment and, as necessary, consult with me and other members of the executive team to ensure accurate, transparent and strategic management of Jackson's external affairs operations.

If you have any questions, please arrange to meet with Chief of Staff Carlos Lago or me directly.

c: Carlos Lago, Chief of Staff
Eugene Shy, Assistant County Attorney

