MEMORANDUM

Agenda Item No. 14(A)(2)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	June 21, 2011
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution amending Resolution No. R-383-10 relating to allocation from Building Better Communities General Obligation Bond Program Project No. 305- "Primary Health Care Facilities" to Borinquen Health Care Center, Inc.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

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MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: June 21, 2011

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(2)

6-21-2011

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-383-10 RELATING TO ALLOCATION FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 305 – "PRIMARY HEALTH CARE FACILITIES" TO BORINQUEN HEALTH CARE CENTER, INC. FOR ITS MAIN CLINIC SITE; WAIVING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM'S ADMINISTRATIVE RULES FOR PURPOSE OF DISBURSING BOND FUNDS AS LOCAL GOVERNMENT MATCH; APPROVING TERMS OF AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ESCROW DEPOSIT AGREEMENT AND FUNDING AGREEMENT, AND UPON SATISFACTION OF CONDITIONS PRECEDENT, A LETTER AGREEMENT; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL CANCELLATION AND TERMINATION PROVISIONS CONTAINED THEREIN AND DO ALL THINGS NECESSARY TO EFFECTUATE THE FOREGOING

WHEREAS, pursuant to Resolution No. R-916-04 (the "Healthcare Facility Resolution"), the voters approved the issuance of general obligation bonds in a principal amount not to exceed $171,281,000 to construct and improve, among other things, emergency healthcare facilities to promote accessibility to quality healthcare services; and

WHEREAS, Appendix A to the Healthcare Facility Resolution lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the "BBC Program") by project number, municipal project location, BCC district, project name, project description, street address and project funding allocation; and

WHEREAS, one of the projects listed in Appendix A to the Healthcare Facility Resolution and approved by the voters for funding is Project No. 305 – "Primary Health Care Facilities" ("GOB Project No. 305") with an original allocation equal to $25 million and a project description that states: "[i]ncrease the number of health care facilities in our community"; and

WHEREAS, pursuant to Resolution No. R-383-10 this Board previously allocated $500,000 from GOB Project No. 305 to Borinquen Health Care Center, Inc., a Florida nonprofit corporation ("BHCC"), to be used to construct new clinical space at BHCC's main clinic facility located at 3601 Federal Highway in Miami (the "Main Clinic"), which was constructed in 1985 and renovated in 1995, and is in need of expansion of its clinical capacity (the "$500,000 GOB Borinquen Allocation"); and

WHEREAS, in order to raise additional funds needed to expand clinical capacity at the Main Clinic and a new clinic at 125th Street, BHCC submitted a low income pool application to the State of Florida (the "State") for the receipt of Low Income Pool grant funds ("LIP Grant Funds"), a copy of which is attached as Exhibit "A" (the "Grant Application"); and

WHEREAS, the Grant Application requested $1.5 million of LIP Grant Funds, $831,829 of which would be directed to fund capital improvements at the Main Clinic; $300,000 for capital improvements at the new clinic at 125th Street and N.E. 7th Avenue; and the balance to be used for other capital and operating expenses; and

WHEREAS, Attachment I to the Grant Application noted that the proposed renovations to the Main Clinic include the addition of nine examination rooms, nursing stations, and doctor work stations and remodeling of the second, third and fourth floors of the Main Clinic; and

WHEREAS, LIP Grant Funds require a local government agency match; and

WHEREAS, BBC Program bond proceeds may be used as the local government agency match, provided that such proceeds are used by the State to fund eligible capital expenses for a project that serves to increase the number of health care facilities in our community, including for the contemplated construction of expanded clinical capacity at the Main Clinic as detailed in the Funding Agreement attached hereto as Exhibit "C"; and

WHEREAS, the State's allocation from LIP Grant Funds for capital improvements at the Main Clinic requires a local match by Miami-Dade County equal to $335,837 (the "$335,837 Local Match") which may be funded from a reallocation of a portion of the $500,000 GOB Borinquen Allocation; and

WHEREAS, it is the Board's desire to provide the local government match to the State for the purpose of funding the proposed construction of expanded clinical capacity at the Main Clinic and yet preserve the application of all of the BBC Program's Administrative Rules that are applicable to the Main Clinic project; and

WHEREAS, although the State will be the recipient of the $335,837 Local Match in the form of a grant, BHCC has agreed, among other things, to comply with all of the BBC Program's Administrative Rules applicable to the Main Clinic project as if BHCC was the direct recipient of the $335,837 Local Match; and

WHEREAS, accordingly, the Board wishes to amend Resolution No. R-383-10 to reallocate the $335,837 Local Match from the $500,000 GOB Borinquen Allocation, to reduce the $500,000 GOB Borinquen Allocation and to remit the $335,837 Local Match to the State as a grant to be used as the local government match; waive the BBC Program's Administrative Rules as they pertain to the County's disbursement to the State; and approve the terms of and authorize the County Mayor or the County Mayor's designee to execute the necessary agreements to effectuate the foregoing while still preserving the application of all of the BBC Program's Administrative Rules applicable to the Main Clinic project,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby amends Resolution No. R-383-10 to (i) fund the $335,837 Local Match from the $500,000 GOB Borinquen Allocation; (ii) to reduce the $500,000 GOB Borinquen Allocation to $164,163; and (iii) to remit the $335,837 Local Match to the State, as a grant to be used as a local government agency match for LIP Grant Funds, subject to use of such funds by the State to fund eligible capital expenses as more particularly described in the Letter Agreement by and between the County and the State attached to this resolution as Exhibit "D".

Section 3. This Board hereby waives the BBC Program's Administrative Rules with respect to its grant of the $335,837 Local Match to the State.

Section 4. This Board hereby approves the terms of and authorizes the County Mayor or the County Mayor's designee to execute, after proper execution by all other parties to each agreement no later than June 21, 2011: (a) the Escrow Deposit Agreement by and among the

County, BHCC and BankUnited, in substantially the form attached hereto as Exhibit "B" and incorporated herein by this reference (the "Escrow Agreement"); and (b) the Funding Agreement by and between the County and BHCC, in substantially the form attached hereto as Exhibit "C" and incorporated herein by this reference. Subject to the prior execution of the Escrow Agreement and the Funding Agreement by all of the respective parties on or before June 21, 2011, this Board hereby approves the terms of and authorizes the County Mayor or the County Mayor's designee to execute the Letter Agreement by and between the County and the State, in substantially the form attached hereto as Exhibit "D" and incorporated herein by this reference (the "Letter Agreement"), and to disburse the $335,837 Local Match to the State as required by the terms of the Letter Agreement. The County Mayor or the County Mayor's designee is further authorized to exercise any and all cancellation or termination provisions contained in each of the foregoing agreements, to do all things necessary to effectuate the foregoing and to execute written instructions to the Escrow Agent authorizing disbursements from the escrow account established under the Escrow Agreement.

The Prime Sponsor of the foregoing resolution is Vice Chairwoman Audrey M. Edmonson. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of June, 2011. This resolution shall become effective upon passage and adoption by the Commission, provided, however, if as of the date of adoption there is no vacancy in the Office of the Mayor, then this resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

APW for GBK

Geri Bonzon-Keenan

BORINQUEN HEALTH CARE CENTER, INC.
LOW INCOME POOL APPLICATION
IN COLLABORATION WITH
JACKSON HEALTH SYSTEM, JACKSON MEMORIAL HOSPITAL, JACKSON NORTH MEDICAL CENTER, AND NORTH SHORE MEDICAL CENTER, MIAMI-DADE COUNTY

Applicant: Borinquen Health Care Center, Inc.
3601 Federal Highway
Miami, FL 33137

Description of the delivery system and affiliations with other health care service providers:

Borinquen Health Care Center, Inc (Borinquen), a Federally Qualified Health Center (FQHC), has been serving the medically underserved areas of Miami-Dade County for the last 39 years. Borinquen's commitment is to increase access to care and reduce the health disparities that exist between multicultural racial and ethnic groups and the rest of the population. Borinquen's mission is to provide a comprehensive range of health care, education and support services to improve the quality of life of its clients. ***In 2009, Borinquen provided services to 22,759 individuals throughout Miami-Dade County amassing a total of 74,040 encounters.***

Borinquen provides a variety of primary healthcare services from its main site. These primary care services include ***adult medicine (including HIV/AIDS care); ob/gyn (including delivery services); pediatrics; oral health care; optometry; podiatry; dermatology; cardiology; nutritional care; and an in-house pharmacy*** (offering 340b discount pricing). Borinquen also delivers ***social and educational services such as medical case management, HIV and STD Testing and Counseling, Healthy Start prenatal and postnatal services, benefits eligibility assistance, and chronic disease management programs.*** Borinquen's ***Behavioral Resource Center*** is comprised of experienced ***substance abuse*** and ***mental health professionals*** and is located two-blocks west of the main center. All of these healthcare services available within this **Medical-Health Home** setting make healthcare services easily accessible to Borinquen clients.

Borinquen has partnerships among key stakeholders concerned with all aspects of care and services and these partnerships and relationships serve a vital part of **Borinquen**'s daily operations. Borinquen works on a continuous basis with **Jackson Health System**, Miami-Dade County Department of Health, State of Florida Department of Health, Miami-Dade County Ryan White, Department of Children and Families, Miami-Dade County Public Schools, Healthy Start Coalition of Miami-Dade, South Florida AIDS Network, **North Shore Medical Center**, **Mount Sinai Medical Center**, **Larkin Hospital**, The Village, Better Way, Catholic Charities/St. Lukes, University of Miami – Miller School of Medicine, AIDS Health Care Foundation, Lotus Transitional Housing for Women, Little River Senior Center, De Hostos Senior Centers, YWCA of Greater Miami, Florida International University, **Nova Southeastern University**, College of Dentistry, University of Delaware, Carlos Albizu University, Avanti Services, The Village at

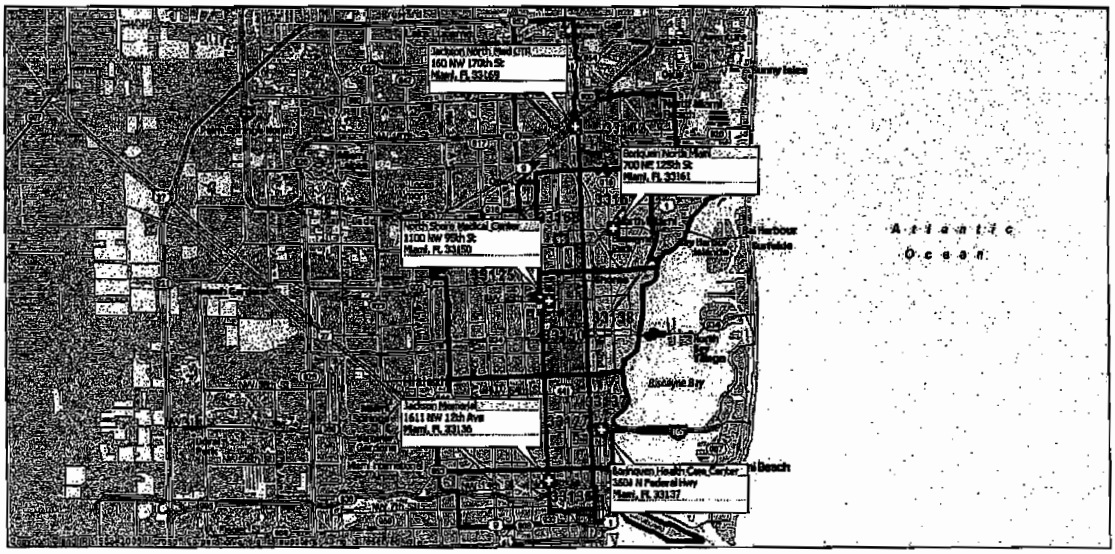
Midtown and Buena Vista, Advanced Care Diagnostics, B and G Diagnostics, Pinnacle Diagnostics, CDI Imaging, South Florida Workforce, and Miami Jewish Community Services. The details of these relationships are described in detail in response to the numbered questions.

Service Area

Service Area characteristics (including demographics or population served and distribution of current population served by funding source, e.g., Medicaid, Medicare, Uninsured, Commercial Insurance, etc.)

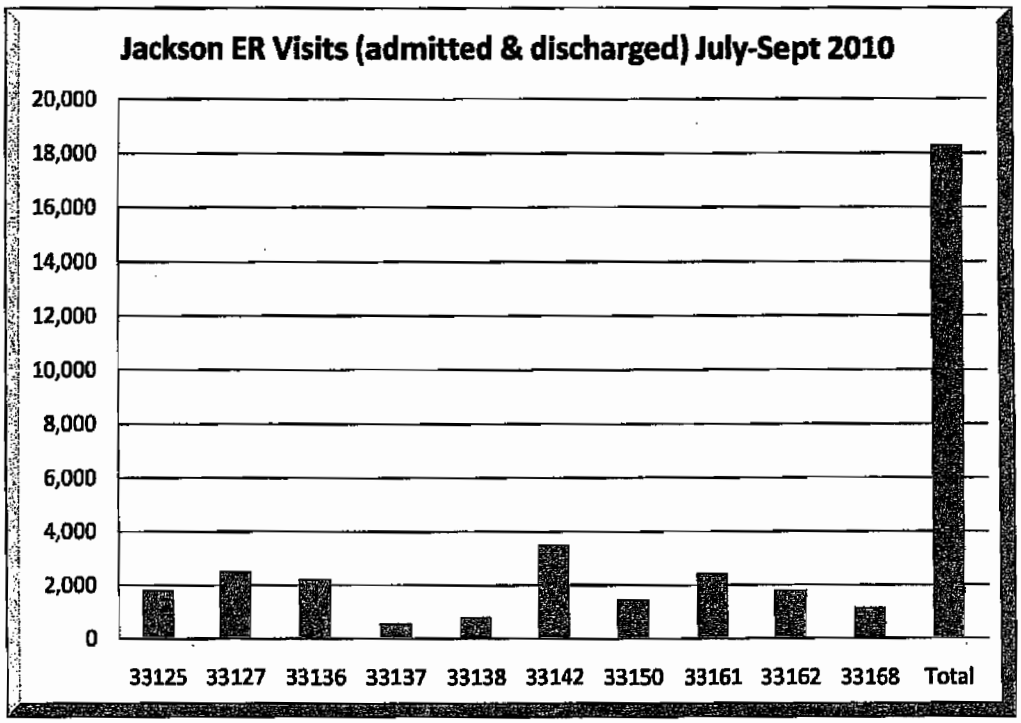
Borinquen's service area population is largely from the working poor and immigrant population. These populations have major healthcare needs including the prevention and treatment of chronic illnesses most notably, cardiovascular disease and diabetes; improvement of perinatal outcomes; prevention and treatment of dental disease; prevention and treatment of HIV, other sexually transmitted diseases; and substance abuse disorders. Borinquen targets all of these in a Medical-Health Home that ensures enhanced accessibility; cultural sensitivity; comprehensive and continuous care and treatment plans; education on health maintenance and patient compliance with treatment regimes; professional, skilled, and culturally competent providers; and accessibility to several types of services such as onsite laboratory/phlebotomy, optical, radiology, pharmacy, dental, mental health, case management, and specialty referral services.

The main service-delivery site is located within the Biscayne corridor, which has a population of approximately 300,000 and of these a large number are of Haitian descent. The underserved population in the service area is very low-income and culturally diverse, many, in fact, are newly arrived immigrants. Sixty percent of this population fall 200% below the Federal Poverty Level, it is estimated that 35% of these are Medicaid eligible while 10% are eligible for Medicare and more than 40% are uninsured.



Borinquen Health Care Center Service Area: Biscayne Corridor
Hospital Emergency Department Discharges by Payer: 2009

Payer	Cases	Percent
Medicaid	67,019	37%
Private, incl. HMO	33,587	18%
No charge/Charity	32,608	18%
Self-Pay	26,148	14%
Medicare	16,993	9%
Other	6,044	3%
All Payers	182,399	100%



Source: Jackson Health System

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Organizational Chart and point of contact

Principle Contact:

Robert Linder, CEO
Borinquen Health Care Center, Inc.
3601 Federal Highway
Miami, FL 33137
blinder@borinquenhealth.org
(305) 576-6611 ext. 610

Organizational Chart is found in Attachment II

Proposed budget for funding detailing request

Project LIP Funding Request	**$1,500,000.00**
Total Project Capital Budget	$1,548,711.00
Project Operating Budget, State FYE 6/30/2011	$1,123,000.00
Project Operating Budget –Annual	$2,978,930.00
Total 1st FY Capital & Operating Budget (State FYE 6/30/2011)	**$2,623,000.00**

Budget detail provided in Attachment I

1. ***Provide a brief summary of your proposed project.***

Borinquen Health Care Center in collaboration with **Jackson Health System, Jackson Memorial Hospital, Jackson North Medical Center and Tenet's North Shore Medical Center** will **implement a comprehensive emergency room and inpatient hospitalization diversion program** through;

- Development and implementation of an integrated Hospital and Emergency Department Diversion Program Patient Data Information Exchange to identify program participants and measure outcomes of the program,
- Addition of onsite Emergency Department Patient Health Navigators during peak emergency department hours at the 3 participating hospitals,
- expanding primary care capacity and access by increasing the number of examination rooms by 27 new rooms in the service area
- Extending operating hours, adding evening hours, and increasing weekend operating hours, and
- Adding two new health center sites including a **Chronic Disease Management and After Hours Center** proximate (2 blocks away) to Borinquen's main site. And opening a new health center site in North Miami.

2. ***Describe plan for identification of participants for inclusion in the population to be included in the project.***

Emergency Department discharge data from the three primary service area hospitals, Jackson Memorial, Jackson North and North Shore, will be analyzed to identify the target population. The first cohort of participants will be identified according to baseline criteria:

1) Ambulatory Care Sensitive (aka. Primary Care Sensitive) emergency department visits
2) Based on a New York University algorithm that codes ED visits as:
   a) **Non-emergent**
   b) Emergent but **primary care treatable**
   c) Emergent, ED needed but **preventable/avoidable**
   d) Emergent, ED needed, not preventable/avoidable
   e) Other (injuries, mental health, substance abuse, etc.)

The preliminary analysis of 2009 Agency for Health Care Administration Emergency Department Discharge data applying the algorithm has identified **53,585 ED visits by residents of the service area which fall into categories a-c.** Category a) Non-emergent cases (22,952 ED visits) and b) Emergent but primary care treatable (23,524 visits) and c) Emergent, ED needed but preventable/avoidable (7,108 visits); **these patients will be the first targeted for enrollment and will receive outreach, primary care education services and an initial appointment and registration at Borinquen.** Patients falling into

category e) will be screened for appropriateness for referral to behavioral health programs at Borinquen or Jackson.

The preliminary analysis of AHCA data estimated the ED costs alone for these service area specific patient visits at the three participating hospitals, exceeded **$310 million in 2009.** Greater than 50% of those visits and costs were preventable or avoidable.

Borinquen will utilize a three-tiered approach to identify participants to be included in the Emergency Department Diversion project:

a. Jackson Health Systems (Jackson) and North Shore Medical Center (North Shore) Emergency Department (ED) discharge data will be analyzed for the proceeding three months. The ED data will be analyzed to identify individuals which, according to the diversion algorithm, could have been more appropriately treated by **Borinquen or other primary care providers.** Those identified individuals that reside in Borinquen's service area zip codes and that were identified as inappropriately accessing ED services (e.g. non-emergent, primary care treatable, or preventable/avoidable visits) will be targeted for enrollment in the Diversion Program.
b. **Borinquen** will place a personal health navigator within Jackson Memorial Hospital's ED, Jackson North's ED, and North Shore's ED, Monday through Saturday during ED peak hours. During these hours, the health navigator will work closely with the ED triage personnel to identify and divert individuals that unnecessarily visit the emergency room.
c. **Borinquen** will analyze its internal data and electronic health record data to identify those patients that have chronic conditions related to high ED utilizations like Asthma, Diabetes, Cardiovascular Disease, HIV/AIDS, or mental health disorders; of these, **Borinquen** will target those patients that are non-compliant (with treatment) and/or those whose condition is uncontrolled.

3. Compliance with Agency evaluation criteria.

- ***Reduce potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.***
    - The Borinquen proposed Emergency Department Diversion program for the Biscayne Corridor incorporates three defined approaches to identifying patients who have, or are likely to, inappropriately utilize emergency rooms and referring those patients to appropriate primary care.

- ***Reduce potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided.***
    - **Borinquen** will place a personal health navigator within Jackson Memorial Hospital's ED, Jackson North's ED, and North Shore's ED, Monday through

Saturday during ED peak hours. During these hours, the health navigator will work closely with the ED triage personnel to identify and divert individuals that unnecessarily visit the emergency room.

- **Borinquen** will analyze its internal data and electronic health record data to identify those patients that have chronic conditions related to high ED utilization like Asthma, Diabetes, Cardiovascular Disease, HIV/AIDS, or mental health disorders; of these, **Borinquen** will target those patients that are non-compliant (with treatment) and/or those whose condition is uncontrolled. Those non-compliant or uncontrolled disease state patients will receive outreach visits to re-engage them into primary care and disease management.

- ***Expansion of primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.***
  - Borinquen's project expands its infrastructure through the addition of **27 examining rooms. Borinquen is adding** one new clinic site and expanding a second site. This expansion will increase capacity for an additional **13,500 users (patients) and 36,000 additional encounters or patient visits for primary care, urgent care and disease management.**
  - **Borinquen's main site located at just North of downtown Miami** will be renovated to add nine (9) examination rooms, nursing stations, and doctor work stations. Funds will be used to remodel areas of the second, third, and fourth floors of this six story facility. Non-clinical staff will be relocated from these floors to make room for the expanded clinical facilities. Miami-Dade bonds will be used in conjunction with LIP funds for this site.
  - **Borinquen's site located in Miami's Design District.** This 3,000 square foot facility will be renovated to add eight (8) examination rooms, consultation rooms, waiting areas, and a pharmacy. This site is essentially an annex to the main site and is located within walking distance. Funding of the construction and equipment for this site is being covered by the Federal Capital Improvement Program (CIP).
  - **Borinquen has entered into a ten year lease at 3,000 square foot facility located in downtown North Miami.** This site is locate in census tract 2.08, a low income area that is medically underserved. LIP funds will be used to add ten (10) examination rooms, consultation rooms, waiting areas, and a pharmacy at this location.

- ***Expansion of Primary care through expanded service hours (e.g., evening or weekend hours).***
  - The Chronic Disease Management and After Hours Center will offer extended evening hours, the Center will be open Monday through Friday, 11:00am – 9:00pm, and Saturday 8:00am – 5:00pm. Borinquen's main site hours will be Monday through Friday, 8:00m-5:30pm, and Saturday 7:30am – 2:00pm. North

Miami site will be open Monday through Friday, 8:00am – 5:00pm, and Saturday 8:00am-2:00pm.

- Borinquen sites are easily accessible via public transportation (primarily bus lines), the sites are within less than three blocks of Biscayne Boulevard which is a main transportation route in Miami-Dade County, direct transportation is offered from North to South; and South to North (on this route).
- Borinquen will coordinate transportation services for individuals that cannot access transportation. Borinquen operates a 12 passenger wheel chair accessible vehicle (awarded an additional one – pending contract execution) as well as a minivan for client transportation to and from appointments.

- ***Initiatives to increase self-management and adherence to treatment plans and self-management goals through the availability of disease management services for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and high cholesterol.***

  Borinquen's Objectives will include a program that maintains the health of the patients and reducing the need for acute interventions. A Chronic disease management programs are a means of supporting these objectives. The program objectives will include short-term goals, such as increasing the proportion of diabetic patients receiving treatment according to recommended protocols. The project will provide increased access to regular, non-emergency health care through specialized clinics to address chronic diseases. The clinic will be staffed by a team composed of 1 Family Medicine Practitioner, and HIV Specialist, ½ Psychiatrist, 1 and 1/2ARNPs, an RN, an LPN and 8MAs. This team will provide monthly assessments and intervention to members of the team not at goal. Individuals who are controlled will be scheduled every 3 months. In addition there will be opportunities to participate in group visits for controlled and for uncontrolled patients. The Group visits will target patients of all ages with similar chronic problems, such as diabetes or coronary artery disease. They will focus on interactive discussions related to patient self-management and education. These visits will also incorporate other members of the team such as Nutrition, Podiatry, Endocrinology, Nephrology, Pulmonology, Psychiatry, depending on the chronic disease or condition being addressed. There will also be team meetings with all members of the team to review individual or problem cases.

- ***Primary care Capability and Experience***

  Borinquen Health Care Center, Inc (BHCC), a Federally Qualified Health Center (FQHC), has been serving the medically underserved areas of Miami-Dade County for the last 39 years. BHCC provides a variety of primary healthcare services from its main site. These primary care services include ***adult medicine (including HIV/AIDS care); ob/gyn (including delivery services); pediatrics; oral health care; behavioral health; optometry; podiatry; dermatology; cardiology; nutritional care; and an in-***

house pharmacy (offering 340b discount pricing). All of these healthcare services available within this "one-stop shop" setting make healthcare services easily accessible to BHCC clients.

- ***Community (facility and specialist) involvement***

  BHCC is very involved in our community, its leadership and frontline teams represent Borinquen on various Miami-Dade County committees and boards. An annual community health fair is hosted at the main health center attracting more than 2,400 participants. The health fair provides community members with the opportunity to receive comprehensive health care services and screenings; the primary purpose of this activity is to promote access to a medical home to those in our service areas.

- ***Ability to address diversity and minority populations***

  This is what Borinquen does best! Cultural diversity and language ability crosses all departments and levels of the organization. BHCC is truly an organization whose staff reflects the population we are serving. BHCC has bilingual ***Spanish-English*** and ***Haitian Creole-English*** capacity, 90% of staff is bi or tri-lingual.

- ***Local funding***

  Miami-Dade County Government Obligation Bonds funds approved by the taxpayers and awarded to Borinquen to expand access to primary care; funding to be used related to this project total $500,000 and are for capital purposes. In addition another $250,000 of Federal funds are included to renovate additional space (3000 sq. ft.) located at 100 NE 38 Street site.

- ***Experience providing care to uninsured population***

  BHCC's target population is largely from the working poor and immigrant population. These populations have major healthcare needs including the prevention and treatment of chronic illnesses most notably, cardiovascular disease and diabetes; improvement of perinatal outcomes; prevention and treatment of dental disease; prevention and treatment of HIV, other sexually transmitted diseases; and substance abuse disorders. BHCC targets all of these in a Healthcare Plan that ensures enhanced accessibility; cultural sensitivity; comprehensive and continuous care and treatment plans; education on health maintenance and patient compliance with treatment regimes.

- ***Innovations***

  BHCC is a member of Health Choice Network (HCN), a national model of successful collaboration of community health centers and one of HRSA – sponsored Health Care

Center Controlled Networks. BHCC's health technologies include a modern electronic health records (EHR) and practice management system that provides a robust reporting package.

BHCC initiated a pilot program within our school based health suites that provides oral health care to the children of our school via portable equipment. BHCC provides diagnostic, preventive, and restorative care on-site. This model has been extremely successful, thus we will begin providing portable oral health care to the children of Miami-Dade County Head Start programs.

Borinquen has a 43 foot ***medical mobile van*** with two exam rooms that is utilized to provide primary care, health education and screenings to individuals throughout Miami-Dade. In 2009, this mobile medical unit, along with Borinquen's ***outreach*** team, provided services and/or education to ***15,250 individuals*** throughout Miami-Dade County. BHCC has recently obtained another medical mobile van that is 35 feet and is currently being refurbished. Beginning November 2010, BHCC will have the ability to ***double its community outreach efforts.***

- ***Describe sustainability of program: In kind contributions, other services, volunteer time to support initiative (not considered local match)***

Recurring operations will be sustained by patient revenues. The revenue budget was derived using BHCC's payer mix experience and expected Medicaid, Medicare, and self pay per visit rates. As a Federally Qualified Health Center, BHCC receives Medicaid PPS rate which is designated to recover actual cost on average. Given the level of Medicaid eligible users, the revenues derived will be sufficient to cover the incremental operating costs of this project. Additional Federal; funds will be sought to augment the project.

4. ***Describe the proposed emergency room and avoidable hospitalization diversion plan.***

This project will provide a patient-centered educational approach emphasizing healthy behaviors and navigating the health care system to establish a medical home. **Borinquen** will utilize patient health navigators to provide follow-up to individuals that had previously unnecessarily visited the ED (as identified by Jackson), in addition to assisting those who visit the ED but whose visit could be diverted to a community health center.

Health Navigators will be responsible to carry out the following direct services (dependent on patients needs):

- Link patients to a medical-health home;
- Facilitate enrollment in all eligible health programs;
- Link and advocate for support and social services;

- Assist with benefits eligibility applications;
- Increase access to preventive care;
- Teach concepts of prevention and chronic care management;
- Provide education on available levels of service and how to access each;
- Facilitate appointment compliance; and
- Increase compliance with treatment adherence and regimens.

Borinquen, Jackson Hospitals and North Shore Medical Center have an existing Business Agreement; this agreement is currently being enhanced by Jackson and North Shore to incorporate the proposed ED diversion project as well as the new health center sites.

The proposed ED project will engage collaboration whereas Jackson and North Shore will:

- Identify patients that have visited Jackson and are in need of a medical home;
- Identify patients that have unnecessarily utilized the ED services;
- Identify patients that require an ED or inpatient hospitalization follow-up primary care visit.

Jackson and North Shore will provide the patient referral to **Borinquen**'s Health Navigator to conduct follow-up telephone calls. During this initial contact, the Health Navigator will follow up on their recent visit to the ED and establish follow-up care [Qualifying patients that are identified during their admissions, upon their discharge will be referred to Health Navigator for a follow-up appointment within 7 days of discharge] as well as assistance with enrollment into a medical-health home. The Health Navigator will educate the patient about health and support services offered at **Borinquen**, and will schedule the individual for an initial visit for primary care at one of our Borinquen's centers.

The Health Navigator that will be located inside Jackson's and North Shore's emergency rooms and will work closely with their triage teams. Individuals will be given alternatives upon entering the ED (while Health Navigator is on premises):

1) If individuals choose, they will have the opportunity to speak first to a Health Navigator instead of opting to receive services at ED. The Health Navigator will immediately link to one of **Borinquen** sites. The Health Navigator will have remote access to **Borinquen**'s system, this will allow those patients that are immediately linked (or scheduled for a future appointment) to have most of the intake completed, thus streamlining the process upon arrival to Borinquen.

2) Those persons that are triaged by the ED nurse and are determined as not requiring ED services, will be instructed to speak to the Health Navigator housed at hospital. The Health Navigator will follow protocol mentioned above in an effort to link these individuals to primary care services.

3) Individuals that are treated in the ED but are then discharged (while Health Navigator is in-house), will be referred to Health Navigator to schedule the ED follow-up visit.

Upon scheduling an appointment for an individual at **Borinquen**, the Health Navigator will educate person about condition being treated, the importance of follow-up care, benefits of choosing a medical home, education regarding available health and support benefits, and assess for any other issues that may contribute to their continued use of the ED for primary care services.

Each linked patient will exit the ED with a written confirmation of their appointment in hand. Appointment confirmations are printed in the patient's language of choice, and contain the date and time of the appointment, along with the name, address, and telephone number for the site chosen. Information will include directions and specifies bus lines that operate near the site. **Borinquen**'s transportation service will be coordinated for those patients that do not have the means to reach our sites.

5. Describe how you will be notified of ER and/or inpatient admissions

a. Data will be provided weekly, including lists provided by Jackson and North Shore through an electronic data exchange.
b. The parties are working towards a sharing of electronic health records.
c. A Health Navigator will be located within Jackson main hospital site and Jackson North during peak hours (as per Jackson this is from 2:00pm to 9:00pm).

6. Describe how your referral process will function.

The project will use Patient Health Navigators to address the problem of excessive health care costs; steer individuals to a Patient Centered Medical home where they can benefit from a regular source of care; and to establish the concept of Patient Health Navigators as a sustainable strategy to reduce ER over-utilization and address health care needs. to intervene and link patients with their medical home.

Patient Health Navigators will carry out some or all of the following direct services, depending on client and community needs:

- Connect patients to a medical home,
- Link and mediate/advocate between Social Services,
- Facilitate enrollment in all eligible health programs,
- Increase access to preventive care,
- Teach concepts of prevention and chronic care management,
- Teach/provide info on available levels of service and when and how to access each,
- Facilitate appointment-keeping, and Increase compliance with treatment regimens.

- Health Navigators will be stationed in Jackson main hospital and at Jackson North's emergency rooms. Individuals that choose to access care at **Borinquen** will be immediately linked and scheduled to health and support services. The Health Navigator will have the ability to remotely schedule appointments, conduct intakes, and coordinate support services.
- When Health Navigator is found onsite, individuals will be identified by hospital triage teams and referred to Health Navigator for linkage to **Borinquen** for health and support services.
- When Health Navigator is not onsite, Jackson will provide a list of identified clients from the previous day/night visits. Upon receipt of this list, Health Navigator will immediately follow-up with these patients to link to health services.
- Health Navigator s would be stationed in participating hospital ERs (shifts TBD).
- Patients with ACS conditions could be identified at triage.
- The Health Navigator would assess the patient's medical care needs after they have been seen by a physician and offer connection to a suitable medical home, including making an appointment.
- The Health Navigator will follow up with the patient over the next few days/weeks to ensure successful linkage to the primary care provider.
- The Health Navigator will assess the patient's social situation and offer connection to social services, if appropriate.
- The Health Navigator will document relevant information for data collection and evaluation purposes.
- Borinquen will also identify patients from selected chronic disease lists and frequent no shows and frequent walk-ins.

7. ***What methods for follow-up after the ER and/or inpatient admission will be implemented?***
    a. The Health Navigator will be the resource allowing patients to schedule ED follow-up primary care appointments (at **Borinquen**) on site to enhance patient compliance. Jackson and **Borinquen** will work towards modifying discharge instructions given to low acuity patients to include references to **Borinquen** and other Federally Qualified Health Centers (FQHCs).
    b. Jackson will provide the Health Navigator with a weekly list of discharged patients that do not have a medical home and who reside within **Borinquen**'s service areas. The Health Navigator will follow-up with the patient over the next few days/weeks to make certain successful linkage to primary care provider was achieved.
    c. **Borinquen** will have "Post ER appointments" for patients that are discharged and have yet to link to the Health Navigator. Jackson' ER teams will inform patients that **Borinquen** will accept walk-in appointments for follow-up primary care Monday through Saturday. **Borinquen** will assign one provider on

a daily basis to treat the "Post ER" patients. The Post ER team will be staffed by Advanced Registered Nurse Practitioners (ARNPs) and a patient health navigator who will help link patients with **Borinquen**'s medical, behavioral health and/or other community services. The goal is to have an ARNP with a behavioral health background in order to assist in screening for underlying mental health concerns that may drive individuals to seek hospital ED services.

8. ***Describe formal and informal relationships already established or to be established with area hospitals and other community based providers.***

Borinquen has partnerships among key stakeholders concerned with all aspects of care and services and these partnerships and relationships serve a vital part of **Borinquen**'s daily operations.

Formal relationships

Jackson Health System:

- Agreement whereas **Borinquen** refers clients to Jackson for specialty services.
- Agreement for pregnant **Borinquen** to deliver at Jackson North.

Miami-Dade County Department of Health:

- Contract to conduct HIV Testing and Counseling services.
- Contract to conduct STD testing and counseling services.
- Agreement to provide primary care services at DOH's Little Haiti site.
- **Borinquen** is an official DOH site for administering hepatitis vaccinations.
- **Borinquen** is a lead testing site for children.

State of Florida Department of Health:

- Contract to provide pregnancy testing, HIV/STD testing and counseling, and linkage to prenatal health care services to at-risk women.
- Care coordination for pregnant woman that are HIV infected.

Miami-Dade County:

- Ryan White Part A and Minority AIDS Initiative Program provider.
- Contract to provide HIV/AIDS testing and counseling, health screenings, and education to individuals throughout the County via community outreach efforts.
- Contract to provide medical and oral health care to the children and families enrolled in Head Start programs.

Department of Children and Families:

- **Borinquen** is a community partner; contract for benefits application assistance, **Borinquen** is assigned their own DCF worker to facilitate our clients' applications.

Miami-Dade County Public Schools:

- Agreement to provide portable oral health care to the children of certain elementary and middle schools.

Healthy Start Coalition of Miami-Dade:

- Contract to provide Healthy Start screenings, prenatal care coordination, childbirth and parenting education.

South Florida AIDS Network:

- Contract to provide outpatient medical care and nutrition services.

Mount Sinai:

- Agreement for pregnant **Borinquen** clients to deliver at their facility.

Larkin Hospital:

- Agreement for pregnant **Borinquen** clients to deliver at their facility.

The Village:

- Agreement to provide primary care services to the clients residing in their facilities. **Borinquen** sends a clinical team to these sites on a weekly basis.
- The Village allows direct linkage to substance abuse residential services for **Borinquen** clients.

Better Way:

- Agreement allows direct linkage to substance abuse residential services for **Borinquen** clients.
- Linkage to **Borinquen** to provide primary care, behavioral health, and oral health care to their clients.

Catholic Charities/St. Lukes:

- Agreement allows direct linkage to substance abuse residential services for **Borinquen** clients.
- Linkage to **Borinquen** to provide primary care, behavioral health, and oral health care to their clients.

University of Miami – Miller School of Medicine:

- Agreement whereas **Borinquen** links pregnant women who are HIV infected to health care.
- Agreement to provide health care to **Borinquen** children who are HIV infected.
- Research site for the Department of Psychiatry and Behavioral Sciences.
- Agreement to provide laboratory testing services to **Borinquen** Ryan White Program clients.

AIDS Health Care Foundation:

- Agreement whereas **Borinquen** provides medical case management to clients receiving medical care at AHF.

Lotus Transitional Housing for Women:

- Agreement to provide housing services for **Borinquen** female clients (and their children) that are homeless.
- Linkage to **Borinquen** to provide primary care, behavioral health, and oral health care to their clients.

Little River Senior Center:

- Agreement to provide health screening and education services to their clients.

De Hostos Senior Centers:

- Agreement to provide health screening and education services to their clients.

YWCA of Greater Miami:

- Agreement to provide cervical cancer screenings and clinical breast exams for the clients of their wellness program.

Florida International University:

- Research site for the Department of Health Promotion and Disease Prevention; and the School of Social Work Robert Stemple College of Public Health and Social Work.
- Agreement for Neighborhood Help program: whereas FIU project enhances health and social services of **Borinquen** clients by assigning multidisciplinary teams of students in medically underserved households.

Nova Southeastern University, College of Dentistry:

- Agreement for dental externs to provide oral health care to **Borinquen** clients.

University of Delaware:

- Research site for the Center for Drug and Alcohol Studies.

Carlos Albizu University:

- **Borinquen** is a clinical site for psychology interns.

Avanti Services:

- Agreement to provide parenting, childbirth, and breastfeeding classes in Spanish to **Borinquen** clients.

The Village at Midtown and Buena Vista:

- Provide Sober Housing for **Borinquen** homeless clients in recovery, transitional housing for those exiting a residential treatment program.

Informal Relationships

North Shore Hospital:

- **Borinquen** Obstetrician delivery site.

Advanced Care Diagnostics:

- Special rates are provided for **Borinquen** uninsured clients.

B and G Diagnostics:

- Special rates are provided for **Borinquen** uninsured clients.

Pinnacle Diagnostics:

- Special rates are provided for **Borinquen** uninsured clients.

CDI Imaging:

- Special rates are provided for **Borinquen** uninsured clients.

South Florida Workforce:

- Assist with linking clients for employment services.

Jewish Community Services:

- Assist with linking clients that are in recovery for employment services.

University of Miami – Miller School of Medicine:

- Negotiating provision of specialty care health services for individuals that are HIV infected.
- **Borinquen** to provide medical case management to adolescents transitioning out of UM's HIV pediatric program.

Lindsey Hopkins Technical Education Center:

a. Negotiating so that health science students could rotate through health centers (phlebotomists, dental assistants, medical b

9. Provide the staffing plan to implement the ER and avoidable hospitalization diversion plan

a. ER Health Navigators – and **Borinquen** Navigators- Trilingual Individuals with Health education and social services back ground.
b. ARNP and support staff- Post Hospital or ER Discharge Team
c. Primary Care Provider with a team

d. The Post ER Team will be staffed by advanced practice nurses and a patient navigator who will help link patients with **Borinquen** Medical, mental health and/or other community services.
e. Our goal is to have an advanced practice nurses with a mental health background in order to assist in screening for underlying mental health concerns that may drive individuals to seek hospital emergency room services.

Internist	2.00 FTE
Family Practitioner	1.00 FTE
Infectious Disease Specialist	1.00 FTE
Pediatrician	1.50 FTE
Psychiatrist	0.50 FTE
Nurse Practitioner (ARNP)	2.50 FTE
Nurse (RN)	1.00 FTE
Nurse (LPN)	3.00 FTE
Medical Assistants	13.00 FTE
Phlebotomist	1.00 FTE
Patient Health Navigator	3.00 FTE
Referral Specialists	2.00 FTE
Intake Specialists	7.00 FTE
Medical Biller	1.00 FTE
Associate Director – ARNP	1.00 FTE

10. How will access to primary care access system services be enhanced by this project?

Borinquen's proposed project would expand the main health center, create two new health center sites, of which one would develop into **Borinquen**'s chronic disease management center. Accordingly, the project would add 27 examination rooms (or 72,900 available exam room hours), and expand clinic hours by 5,840 per year; the expansion plus the addition of 8.5 new providers and 32 support staff would increase access to health care services to an additional 13,500 individuals and produce 36,000 more patient visits. Finally, implementation of best practices such as improved provider to exam room ratios will lend itself to efficiency and productivity.

The **Chronic Disease Management and After Hours Center** would address the needs of more than 40% of **Borinquen**'s clients. These are the clients whose chronic conditions are uncontrolled and/or the individual is non-compliant (with treatment), factors that contribute to unnecessary emergency room visits or inpatient hospitalizations. Subsequently, a large number of persons that inappropriately utilize the emergency rooms are as a result of poor (or lack) of chronic disease management. Patient case management combined with a multitude of support services which include group classes, group medical visits, and medication management will help reduce unnecessary and avoidable ED visits and hospitalizations. More importantly as a consequence of increased access to chronic disease management in our service areas, **Borinquen** will help reduce health disparities among minority populations.

11. Does the enhancement include hours of operation after 5:00 pm and/or on weekends at existing sites, or the establishment of a new clinic site?

Yes

The Community Emergency Department Diversion to Primary Care Program implements both expanded and extend ours of clinic/health center hours of operation and new clinic sites resulting in an addition of 30 new examining rooms and expanded hours as follows based on peak Emergency Department utilization:

Borinquen main center proposed hours:
Monday through Friday, 8:00am – 5:30pm; Saturday, 7:30am – 2:00pm

Chronic Disease Management and After Hours Center proposed hours:
Monday through Friday, 11:00am – 9:00pm; Saturday, 8:00am – 5:00pm

North Miami health center proposed hours:
Monday through Friday, 8:00am-5:00pm; Saturday, 8:00am – 2:00pm

12. Describe the method used to determine the need for the additional primary care services and/or access expansion.

Analysis Agency for Health Care Administration of Hospital Emergency Department Discharge Data demonstrates and quantifies that there were more than 53,000 avoidable or preventable emergency department visits at the 3 collaborative hospitals in 2009 by residents of the projects service area. These preventable visits cost in excess of $176,085,000.00.

Medical home model: Many agree that Florida's health care system is far too costly and promotes fragmented and episodic care. It clogs the hospital emergency rooms and is significantly challenged by efforts to produce improved health outcomes. This is clearly evident in medically underserved and uninsured populations; and it is especially amplified in minority populations. Florida does not currently have a strategy to control health care costs, ensure greater access, and move the state towards more positive and lasting outcomes and it is widely known that primary care is the least expensive and most effective way to accomplish these goals. Primary care is critical in addressing:

- Disparities in health status and access to health care experienced by low income and/or underserved communities;
- The epidemic of chronic diseases (all preventable) in underserved communities; and

• The requirement that any restructuring in the health care system be designed to address rising healthcare costs by preventing expensive and avoidable emergency room visits and hospitalizations.

Florida does not currently recognize primary care as the anchor of the health care system. If meaningful change is to occur – and it must – the state must commit to investing in primary and preventive care. Clear accountability for what is being done, as well as a focus on achieving results and cost savings, must be principle parts of the focus of this campaign. Safety net providers should not be the recipients of the crumbs of the system.

The **"health care home"** or **"medical home"** has been proven to be an effective model to provide quality care. A growing body of evidence shows that a robust primary care system reduces costs, improves health outcomes, and reduces the disparities on health care that are based on race, ethnicity, and income. We must make primary care a priority if Florida is to have highest quality, most effective health care at the most efficient cost.

In 2009, Florida decided to look closely at the medical home concept through legislation as one way to produce better outcomes and reduce costs. **The Florida Association of Community Health Centers** (FACHC), **The Florida Academy of Family Physicians** (FAFP), and the **Florida Osteopathic Medical Association** (FOMA) has formed the **Florida Primary Care Coalition** (FPCC) to advance this concept in the development of a **Patient-Centered Medical Home** (PCMH) Model for Florida. The FPCC has taken pieces of effective systems from other states and added them to existing, working infrastructure in Florida's current health care system, so as to not re-invent what already works.

Florida and her people can no longer afford to ignore new and innovative approaches to our health care dilemma.

The Health Council of South Florida's *2009 Miami-Dade County Health Report Card* shows zip codes, local and national comparison data. In this report, Miami-Dade continues to compare negatively to the State (631,000 uninsured individuals) and comparable counties nationwide, and **Borinquen**'s main site and West/Central Dade target zip codes especially demonstrated high levels of cardiovascular disease, high diabetes rates and complications from diabetes. Our target zip codes fared worse than the County and Comparable Counties as seen in the *North Miami Dade Health Profile*. This report used hypertension hospital admission as the proxy for cardiovascular disease rates. For our target zip codes, located within the Biscayne Corridor, the rate is 220.4/100,000; for Miami-Dade County the rate is 122.0/100,000 and for the comparable counties the rate is 69.9/100,000 population. Long-term diabetes complication discharge rate for populations over age 18 was used as proxy for determining disease rates. Miami-Dade County's diabetes rate is 122.0/100,000

compared to comparable counties' rate of 141.0/100,000. Likewise, twenty-five percent of the State's HIV cases were reported in Miami-Dade County. Furthermore, the *2009 Miami-Dade County Health Department's surveillance data* indicates that **Borinquen's targeted zip codes demonstrate the greatest prevalence of both HIV and AIDS cases within the county.**

Miami-Dade has a large Black population, a group that has historically experienced health disparities. As per the *Racial Health Disparities in Miami-Dade County, Black Community Forum – Health Council of South Florida, 2008*; the **leading causes of these disparities are: disease incidence and prevalence, detection and diagnosis, access to care, and engagement and retention in treatment.**

Borinquen's service areas include the underserved communities of Wynwood, Allapattah, Melrose, Little River, Little Haiti, Little Havana, North Miami, Brownsville, Overtown, Sweetwater, and West Dade. These communities are deemed **Medically Underserved Areas/Populations** designated by the Health Resources and Services Administration **(HRSA)** as having: too few primary care providers, high infant mortality, high poverty and/or high elderly population. Several of the aforementioned service areas are also located in **Targeted Urban Areas** (TUA), these are areas which are traditionally the most under-served and underdeveloped neighborhoods in Miami-Dade County; TUA's that fall in **Borinquen**'s service areas are: Little Haiti, Overtown, Model Cities, Brownsville, Liberty City, North Miami, West Little River, and portions of the 27th Avenue Corridor. Lastly, the communities of West Little River and Melrose are also considered **Neighborhood Revitalization Strategy Areas (NRSA),** a program created by the Department of Housing and Urban Development (HUD) to revitalize an area that is a community's most distressed.

13. Describe the proposed disease management program.

a. Borinquen's objectives include a program that maintains the health of the patients and reducing the need for acute interventions. A Chronic disease management programs are a means of supporting these objectives. The program objectives will include short-term goals, such as increasing the proportion of diabetic patients receiving treatment according to recommended protocols. The project will provide increased access to regular, non-emergency health care through specialized clinics to address chronic diseases. The clinic will be staffed by a team composed of 1 Family Medicine Practitioner, and HIV Specialist, ½ Psychiatrist, 1 and 1/2ARNPs, an RN, an LPN and 8MAs. This team will provide monthly assessments and intervention to members of the team not at goal. Individuals who are controlled will be scheduled every 3 months. In addition there will be opportunities to participate in group visits for

controlled and for uncontrolled patients. The Group visits will target patients of all ages with similar chronic problems, such as diabetes or coronary artery disease. They will focus on interactive discussions related to patient self-management and education. These visits will also incorporate other members of the team such as Nutrition, Podiatry, Endocrinology, Nephrology, Pulmonology, and Psychiatry depending on the chronic disease being addressed. There will also be team meetings with all members of the team to review individual or problem cases.

b. Patients will be required to get their lab work done in advance of the visit. Resulting in fewer phone calls and unproductive visits.
c. A key part of our process is sending out a pre-planning letter to patients scheduled for a chronic disease visit. The letter serves as an appointment reminder and encourages the patient to obtain recommended lab work before the visit and to bring all medications to the visit. Individualized medical care will take place in a private room near the meeting room. A physician encounters patients individually, allowing up to five minutes per patient, while a nurse takes vital signs and other measurements for the rest of the participants. Approximately 30 minutes should be allocated for collecting patient data and conducting individual sessions; the rest of the time should be spent addressing group concerns, providing educational material and answering participants' questions. These groups may meet monthly or quarterly, depending on need.
d. Topics, such as medication management, stress management, exercise and nutrition, and community resources, may be suggested by the group facilitator or by patients, who raise concerns, share information and ask questions Providers and patients work together to create behavior-change action plans, which detail achievable and behavior-specific goals that participants aim to accomplish by the next session. Once plans are set, the group discusses ways to overcome potential obstacles, which raises patients' self-efficacy and commitment to behavioral change.
e. Patients will be referred from a number of internal and external sources. There will be regular contact with patients either by phone or email. Uncontrolled patients will have monthly visits, others can opt to participate quarterly and phone contact monthly

14. What specific conditions are you proposing to include in your DM program?

Asthma,
Diabetes
Cardiovascular Disease
HIV/AIDS
Schizophrenia
Schizo-affective
Bi-Polar Disorders

15. Describe how your disease management patients will be identified,

Patients will be identified in the following manner;
1) Internally by ICD9 codes
2)Analysis of population based data out of our EMR through QUICK which stands for Quality and Utilization Informatics for Clinician Knowledge. QUICK is a clinician-driven web-based clinical informatics tool QUICK integrates and aggregates patient data from multiple practice management and EHR modules including laboratory, chart documentation, and medication orders to facilitate reporting across a number of clinical measures.
3) Internal and external referrals by their primary care providers and Hospital Emergency Departments

16. Describe outreach processes and how enrollees will be recruited and enrolled in the DM program

1) Patients will be informed about the program during their visit to their primary.
2)Patients will also be contacted by the health navigator based on list pulled from our EMR of patient with chronic conditions.
3) Patients will also be introduced to the program in the ER by the health navigator
4) Patients with avoidable hospitalizations referred from Jackson , will be contacted and introduced to the program

17. What methods and frequency of contact will be utilized to engage and intervene with DM participants?

This team will provide monthly assessments and intervention to members of the team not at goal. Individuals who are at goal will be scheduled every 3 months. In addition there will be opportunities to participate in group visits for both set of patients.
Patients will have regular contact – either in person, by phone or email – with the appropriate provider will help to manage the chronic care needs.

18. Describe the number and qualifications of staff who will supervise and provide DM interventions

a. ARNP- Planned visits, Group visits, Controlled visits and uncontrolled visits. Deliver disease management optimizing control by following evidence based guidelines and medical algorithms dictated by PCP and Specialists. The ARNPs are able to focus time and skills on the review and analysis of patient data, implementation of the medication intensification protocols, patient education, and coaching and counseling patients to motivate and empower them for self-care behaviors The ARNPs also worked collaboratively with the primary care physician and other members of the interdisciplinary team, which may include other specialty services providers, health navigator, and psychologist to address specific patient care needs.
b. LPN- Will see each patient briefly to assess the need for and complete when necessary: (a) a comprehensive foot exam; (b) a depression screen; and (c) immunizations. Lab orders and referrals are completed by these support staff prior to the visit, according to standing orders and manage the pt registry Use patient flow sheets to organize planned interactions,
c. MA– appointments and Obtain Vitals as well as prepare patients for exams
d. Primary care Provider- Direct Care and address other concerns
e. Health Educator or Navigator- Provides education and link to necessary services
f. Nutritionist- Nutritional Education

Additionally, there will be monthly interventions by other specialty care providers such as, Endocrinology, Nephrology, Pulmonary, and Psychiatry. All staff will be engaged in the chronic care model, this will allow us to better able to identify patients who have chronic diseases and seize opportunities to care for them, even at non-planned visits. For example, our front desk staff can develop systems to identify patients with scheduled appointments who have chronic diseases. For example for Diabetics, Medical assistants can developed a protocol to have all patients with diabetes remove their shoes and socks at each visit, and they set out the monofilament device before the physician enters the room, which reminds the physician to conduct a foot exam. Triage nurses use prescription refill requests to identify those who have not been seen recently, and they notify the case manager to make appointments for these patients and order appropriate lab work.

19. Describe information management system capabilities to document interventions and progress

Through the use of SAGE Intergy, our Electronic Health Record software we are able to document point of care for each patient and have real time progress reports through a specialized program name Quality and Utilization Informatics for Clinical Knowledge. Utilizing this software we are able to show all measures of progress by patient as well

as trends and benchmarks for chronic disease management, i.e. Diabetes, Hypertension, Anticoagulation, Mammography, etc.

Community Access Referral System's patient screening, verification, and coverage eligibility determination and application system powered by TransUnion Healthcare will be implemented at Borinquen and integrated with the same system which is already in use at Jackson Health System.

Agency for Health Care Administration Hospital and Emergency Department Discharge Data will be obtained from each participating hospital on a quarterly basis for analysis and interpretation. Quarterly progress reports will be provided in collaboration with Nova Southeastern University.

20. Identify providers other than the applicant who will participate or partner in this project, and explain how each will contribute to the success of the project.

Jackson Health Systems, Jackson Memorial Hospital & Jackson North:

- Borinquen will collaborate with Jackson to reduce potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.
- Borinquen will collaborate with Jackson to reduce potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided
- Borinquen will collaborate with Jackson to expand Borinquen's primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.
- Borinquen will collaborate with Jackson to expand Borinquen's Primary care access through expanded service hours (e.g., evening or weekend hours) to provide for diversion from Jackson emergency departments.
- Borinquen will collaborate with Jackson to expand Borinquen's disease management programs to provide for increased self-management and adherence to treatment plans and self-management goals for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and other conditions which result in unnecessary Jackson emergency department visits.
- Borinquen will refer patients that require Jackson's specialty and ambulatory diagnostic services with appropriate documentation
- Borinquen will abide by established and communicated Jackson's referral guidelines and policies and procedures
- Borinquen will educate patients' on Jackson's financial and referral policies

- Borinquen will track results of diagnostic services and referrals via Jackson's electronic health records
- Jackson will provide access to specialists and ambulatory diagnostic services for Borinquen patients. Ambulatory services include, but are not limited to: General Radiology, Nuclear Medicine, Ultrasound, CT, MRI, and Mammography.
- Services will be available on a sliding fee schedule for Borinquen patients in accordance with Jackson's financial eligibility system.
- Results of all Jackson ambulatory diagnostic and referrals services will be facilitated to Borinquen via electronic or other means of communication
- Both parties shall strive to ensure the delivery of integrated, seamless, and coordinated services to residents of Miami-Dade county that utilize the services of each party
- Whichever agency performs the basic intake and enrollment for a patient will remain the patient's primary care provider unless a change is noted
- Borinquen and Jackson will release and exchange information as appropriate for the delivery of eligible services
- Each will provide appropriate information and support to each other to improve the quality of care and coordination of services to patients.

North Shore Medical Center:

- Borinquen will collaborate with North Shore to reduce potentially avoidable emergency room visits by *developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency* care services and provide care coordination and referral to primary care providers.
- Borinquen will collaborate with North Shore to reduce potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided
- Borinquen will collaborate with North Shore to expand Borinquen's primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.
- Borinquen will collaborate with North Shore to expand Borinquen's Primary care access through expanded service hours (e.g., evening or weekend hours) to provide for diversion from North Shore emergency departments.
- Borinquen will collaborate with North Shore to expand Borinquen's disease management programs to provide for increased self-management and adherence to treatment plans and self-management goals for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and other conditions which result in unnecessary North Shore emergency department visits.
- Borinquen will refer patients that require North Shore's specialty and ambulatory diagnostic services with appropriate documentation
- Borinquen will abide by established and communicated North Shore's referral guidelines and policies and procedures

- Borinquen will educate patients' on North Shore's financial and referral policies
- Results of all North Shore ambulatory diagnostic and referrals services will be facilitated to Borinquen via electronic or other means of communication
- Both parties shall strive to ensure the delivery of integrated, seamless, and coordinated services to residents of Miami-Dade county that utilize the services of each party
- Borinquen and North Shore will release and exchange information as appropriate for the delivery of eligible services
- Each will provide appropriate information and support to each other to improve the quality of care and coordination of services to patients.

South Florida AIDS Network:

- *Contracted to provide outpatient medical care and nutrition services.*
- *Special rates are provided for **Borinquen** uninsured clients.*

FIU

- *Agreement for Neighborhood Help program: whereas FIU project enhances health and social services of **Borinquen** clients by assigning multidisciplinary teams of students in medically underserved households.*

21. Explain how patients will obtain needed diagnostic and laboratory services not provided directly by the applicant including access to specialists.

*Currently Borinquen has an agreement with Jackson where **Borinquen** refers clients for specialty services.*

Borinquen has also developed relationships with a number of diagnostic centers in the area which provide services to our clients at a discounted price.

***Borinquen** Provides lab services to our clients in our in-house lab and through Quest Laboratory.*

22. Describe care coordination capability to provide members with support and assistance with obtaining needed care and services from specialists, community agencies and other services as needed.

Currently Borinquen has a referral department which coordinates services with Jackson and other specialty services in the community. We have Medicaid Eligibility specialist, Outreach and Case Management services in house. This program would allow us to strengthen those departments and increase the number of individuals we serve. We also plan to house monthly specialty care clinics with other specialty care providers such as, Cardiology, Infectious Disease, Endocrinology, Nephrology, Pulmonary, and Psychiatry.

23. Describe the staffing plan to implement disease management and care coordination activities.

Internist	2.00 FTE
Family Practitioner	1.00 FTE
Infectious Disease Specialist	1.00 FTE
Pediatrician	1.50 FTE
Psychiatrist	0.50 FTE
Nurse Practitioner (ARNP)	2.50 FTE
Nurse (RN)	1.00 FTE
Nurse (LPN)	3.00 FTE
Medical Assistants	13.00 FTE
Phlebotomist	1.00 FTE
Patient Health Navigator	3.00 FTE
Referral Specialists	2.00 FTE
Intake Specialists	7.00 FTE
Medical Biller	1.00 FTE
Associate Director – ARNP	1.00 FTE

24. How will patients obtain needed pharmaceuticals on regular bases if chronic conditions require ongoing medications?

Borinquen's main health center site offers an in-house pharmacy, additionally, the new chronic disease management and after hours center will include a pharmacy (this site will deliver prescriptions to clients that utilize the North Miami site) within the facility. Both pharmacies offer 340b discount pricing to uninsured clients. Borinquen's providers will attempt to prescribe generic medications as much as possible when appropriate as an effort to make medications affordable for patients. Lastly, the patient health navigators and medical case managers will assist with applications for Patient Assistance Programs. Commonly referred as PAPs, patient Assistance Programs are services offered by pharmaceutical companies for those who cannot afford their medication. PAPs are available to low-income individuals or families who are underserved or uninsured and are provided to those that meet the guidelines. **Borinquen** providers and teams have extensive knowledge on how to enroll patients into the multitude of programs available.

25. Describe your capability to serve minority and culturally diverse populations and service members with non-English languages and other communication barriers

Borinquen offers its services to individuals throughout the Miami-Dade community and our primary service areas include Wynwood, Allapattah, Melrose, Little River, Little Haiti, Little Havana, North Miami, Brownsville, Overtown, Sweetwater, and West Dade. These areas are made up primarily of Hispanic, Haitian, and Black-American residents and they make up **Borinquen**'s target population. ***The racial, cultural, and linguistic composition of the Borinquen staff reflects the socio-demographic characteristics of the community.***

We have bilingual ***Spanish-English*** and ***Haitian Creole-English***, specifically, of our 156 current staff members, 104 (67.7%) are Hispanic or Latino, 50 or 32.2% are African-American, Black or Haitian and 2 (3.8%) are White, not of Hispanic origin and 140 ***(90%) of our staff are bi- or tri-lingual.*** Cultural diversity and language ability crosses all departments and levels of the organization. **Borinquen** is truly an organization whose staff reflects the population we are serving.

In addition to our diverse staff, **Borinquen** maintains all its signage, patient information and health education in three languages; Spanish, Creole and English.

26. Describe how you will identify and address health care diversity issues as well as health care literacy barriers.

Borinquen follows the National Standards on Culturally and Linguistically Appropriate Services (CLAS). The principles and activities of culturally and linguistically appropriate services are integrated throughout the organization. The CLAS mandates are current Federal requirements for all recipients of Federal funds 9Standards 4, 5, 6, and 7).

Standard 1
Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

Standard 2
Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.

Standard 3
Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Standard 4
Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

Standard 5
Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

Standard 6
Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

Standard 7
Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Standard 8
Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

Standard 9
Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

Standard 10
Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

Standard 11
Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

Standard 12
Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

Standard 13
Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

Standard 14
Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

Borinquen sites promote a holistic health care model, integrating religion and spirituality, culture and medical pluralism.

27. Describe methods for tracking, documenting and reporting on participant activities, service events, interventions and outcomes.

At the point of care all patient measures are tracked by the provider or clinical staff in our Electronic Health Record (Intergy). Intergy provides guideline driven care for preventive measures and treatment protocols. Through clinical flow sheets within Intergy providers are able to view a patient's progress and treatment effectiveness. Providers are able to document multiple problems for a single visit; track recommended routine tests such as mammography, and use health reminders and alerts for preventive treatments.

28. Describe measures and data sources that you will use to evaluate the effectiveness of each initiative comprising your project in the following areas:

a. ***Decreasing avoidable ER and IP admissions (e.g., increased number visits to a clinic by population that would otherwise have been treated in the emergency room).*** Prospective data and retrospective Emergency Department discharge data will be collected from each participating hospital. Participating Hospitals will provide copies of their AHCA Emergency Department Discharge Data each quarter to the Research and Evaluation Team. A data warehouse will be established which will utilize EHR data, referral data, and patient tracking data in order to measure, analyze and report the following:

i. Number of people diverted from a hospital emergency room to a clinic prior to receiving services at the emergency room;
ii. Number of people referred from a hospital emergency room for follow-up care after being treated in the ER;
iii. Number of people referred from a hospital emergency room to a primary care provider;
iv. Number and percent of ER admissions without a subsequent admission with a follow-up appointment with a provider within 14 days of the ER event date;
v. Number of hospital inpatients referred for follow-up care or referred to a primary care provider upon discharge from the hospital;

Nova Southeastern University in collaboration with the participants will provide an independent assessment of outcome achievements in ED Diversions. The New York University Emergency Department Algorithm and other metrics will be utilized to establish baselines and measure progress of the diversion program.

Emergency Department discharge data from the three primary service area hospitals, Jackson Memorial, Jackson North and North Shore, will be analyzed to identify the target population. The first cohort of participants will be identified according to baseline criteria:

3) Ambulatory Care Sensitive (aka. Primary Care Sensitive) emergency department visits
4) Based on a New York University algorithm that codes ED visits as:
   a) **Non-emergent**
   b) Emergent but **primary care treatable**
   c) Emergent, ED needed but **preventable/avoidable**
   d) Emergent, ED needed, not preventable/avoidable
   e) Other (injuries, mental health, substance abuse, etc.)

The preliminary baseline analysis of 2009 Agency for Health Care Administration Emergency Department Discharge data applying the algorithm has identified **53,585 ED visits by residents of the service area which fall into categories a-c.** Category a) Non-emergent cases (22,952 ED visits) and b) Emergent but primary care treatable (23,524 visits) and c) Emergent, ED needed but preventable/avoidable (7,108 visits), **these patients will be the first targeted for enrollment and will receive outreach, primary care education services and an initial appointment and registration at Borinquen.** Patients falling into category e) will be screened for appropriateness for referral to behavioral health programs at Borinquen or Jackson.

The preliminary baseline analysis of AHCA data estimated the ED costs alone for these service area specific patient visits at the three participating hospitals, exceeded **$310**

million in 2009. Greater than 50% of those visits and costs were preventable or avoidable.

- Jackson Health Systems (Jackson) and North Shore Medical Center (North Shore) Emergency Department (ED) discharge data will be analyzed for the proceeding three months. The ED data will be analyzed to identify individuals which, according to the diversion algorithm, could have been more appropriately treated by **Borinquen or other primary care providers.** Those identified individuals that reside in Borinquen's service area zip codes and that were identified as inappropriately accessing ED services (e.g. non-emergent, primary care treatable, or preventable/avoidable visits) will be targeted for enrollment in the Diversion Program.
- **Borinquen's** personal health navigator within Jackson Memorial Hospital's ED, Jackson North's ED, and North Shore's ED, will also collect primary data for inclusion in the data warehouse.

*b. **Coordinating Services***

An inter-agency/provider workgroup will be established to create a monitoring and measurement tool to evaluate the efficiency and effectiveness of the coordination of providers and services. The measurement of service coordination will also include an evaluation by Nova Southeastern University.

*c. **Improving patient adherence with self care measures***

A principle component of chronic disease management is education, not only for the patient, but also for the families of those who wish to participate in the educational portion of the program. Borinquen's staff will also be available for questions by phone and email for any additional support needed. Borinquen will have routine contact with the patients by email and phone. Additionally, patients will be provided with status reports upon entering the program. Report cards will be created for each patient which will include baseline clinical and self management criteria, clinical data, as well as goals and objectives. The report cards will be reviewed at each visit with the clinical staff.

Borinquen will analyze its internal data and electronic health record data to identify and track those patients that have chronic conditions related to high ED utilizations like Asthma, Diabetes, Cardiovascular Disease, HIV/AIDS, or mental health disorders. **Borinquen** will track those patients prospectively and report changes in ED and IP hospital use rates and rates of treatment compliance.

*d. **Improving adherence with clinical practice guidelines***

Providers will receive routine education and updates. Borinquen's Goal is to deliver disease management optimizing control by following **evidence based guidelines and medical algorithms** dictated our team of Provider and Specialists

e. ***Member Experience and Satisfaction***

Patient satisfaction surveys will be administered to the patients on a regular basis to assess the benefits of the program and incorporate suggestions for improvement.

29. Describe data collection and reporting capabilities including systems and staffing resources

Data collection is done at the point of service through our Electronic Health Record or Practice Information software (Intergy). Our full time Data Analyst has the capability to report on all clinical and demographic data by utilizing reporting software called Practice Analytics. Practice Analytics is our clinical intelligence tool that gives our organization the information needed to drive successful outcomes for our patients and practice. We are able to view key performance dashboards, write custom reports, ad-hoc reports, and generate worksheet style formatted reports exported directly to Microsoft Excel or Microsoft Access.

Borinquen employs a staff of 3 IT staff members. The Computer specialist and Data analyst both report to the Director of Information. The Director of IT is responsible for all network and systems infrastructure including the EHR and Practice Management system. The Computer Specialist is responsible for the maintenance of the system hardware and peripheral devices throughout the entire network. The computer specialist is also responsible for overall system training and technical support assistance. The data analyst is responsible for business and clinical data collection and reporting. The data analyst is responsible for configuring and maintaining validity within the EHR/Practice Management System to measure analytical outcomes.

Nova Southeastern University, Institute of Child Health Policy and their analyst, Cheng Wang, M.A., M.S., will also serve on the data collection and reporting team.

30. Identify the source of your local match. Provide a letter of commitment from the local match fund source. Local match has historically come from Counties, Taxing Districts and other State Agencies, other sources such as monies from foundations or donations for the purpose of serving as the state share are subject to CFR 433.50 – 433.74 and must be approved by Centers for Medicare and Medicaid prior to

execution of a Letter of Agreement between the entity and the Agency. This approval process may result in a delay of project implementation.

Source of Matching funds is Miami-Dade County. Please refer to attachment III, the Miami-Dade Legislative Item, File Number: 100483; resolution providing funds to expand access to primary care. Actual commitment letter to be provided once scope of the project is approved.

PLEASE SEE ATTACHMENT III

Please attach an itemized budget for your project. Keep in mind that if you are awarded a project grant, your financial reporting will be compared to this budget during the year.

PLEASE SEE ATTACHMENT I

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
LIP Funding Summary
Dec 2010 - June 2011

Funding By Source		LIP Period Dec-Jun 2011 Biscayne Corridor
Total LIP Project	$	1,500,000
Sources of Funding:		
Match Capital Funding LIP	$	331,829
Federal Capital Funding LIP		800,000
Federal Operations Funding LIP		172,450
State Operations Funding LIP		195,721
Total Funding LIP	$	1,500,000

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
LIP Capital Plan
Dec 2010 - June 2011

	LIP Period Dec-Jun 2011 Biscayne Corridor	Main Site 3601 Federal, Miami	Chronic Disease Center 38th St., Miami	North Miami Clinic 125th and NE 7th
Uses of Funds:				
Cost of Renovations	$ 1,548,711	$ 1,000,000	$ 248,711	$ 300,000
Sources of Funds:				
Miami-Dade Bonds (required for match)	$ 331,829	$ 330,000		
Miami-Dade Bonds (additional)	168,171	170,000		
Federal - CIP Grant	248,711		248,711	
LIP Grant	800,000	500,000		300,000
Total Sources of Funds	$ 1,548,711	$ 1,000,000	$ 248,711	$ 300,000

Notes:

Cost of Renovations - Three sites will be improved to add capacity. All projects have blueprints and are shovel ready. Contractors have been selected and the construction phase will take approximately three months. Construction costs were estimated by professional contractor cost estimators.

Borinquen's main site located at just North of downtown Miami will be renovated to add nine (9) examination rooms, nursing stations, and doctor work stations. Funds will be used to remodel areas of the second, third, and fourth floors of this six story facility. Non-clinical staff will be relocated from these floors to make room for the expanded clinical facilities. Miami-Dade bonds will be used in conjunction with LIP funds for this site.

Borinquen's site located in Miami's Design District. This 3,000 square foot facility will be renovated to add eight (8) examination rooms, consultation rooms, waiting areas, and a pharmacy. This site is essentially an annex to the main site and is located within walking distance. Funding of the construction and equipment for this site is being covered by the Federal Capital Improvement Program (CIP).

Borinquen has entered into a ten year lease at 3,000 square foot facility located in downtown North Miami. This site is locate in census tract 2.08, a low income area that is medically underserved. LIP funds will be used to add ten (10) examination rooms, consultation rooms, waiting areas, and a pharmacy at this location.

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Operating Statistics:					
Number of Exam Rooms Added	27	27	9	8	10
Number of New Users Served	3,400	13,500	1,500	6,000	6,000
Number of Encounters	11,000	36,000	8,000	12,000	16,000
Number of Clinic Hours	2,420	5,840	440	2,700	2,700
Number of Available Exam Room Hours (270 Clinic Days)	29,700	72,900	24,300	21,600	27,000
Number of Providers	8.50	8.50	1.00	3.00	4.50

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

				LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
				Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Operating Expenses:								
Salaries	FTE (LIP)	FTE (YR)	Salary Rates	LIP Term Salary	Annual Salary	FTE	FTE	FTE
Physicians:								
Internist	1.00	1.00	$ 160,000	$ 67,000	$ 160,000	1.00		
Family Practitioner	1.00	2.00	130,000	54,000	260,000			2.00
Infectious Disease	1.00	1.00	175,000	73,000	175,000		1.00	
Pediatrician	0.75	1.50	130,000	40,500	195,000			1.50
Psych	0.50	0.50	180,000	38,000	90,000		0.50	
Nurse Practioner (ARNP)	2.50	2.50	80,000	83,000	200,000		1.50	1.00
Total Providers	6.75	8.50		$ 355,500	$ 1,080,000	1.00	3.00	4.50
Nurse RN	1.00	1.00	$ 65,000	$ 27,000.00	$ 65,000.00		1.00	
Nurse LPN	3.00	3.00	33,000	41,000	99,000	1.00		2.00
Medical Assistants	13.00	13.00	24,000	130,000	312,000	1.00	8.00	4.00
Laboratory	1.00	1.00	24,000	10,000	24,000		1.00	
Navigators	3.00	3.00	38,000	48,000	114,000	3.00		
Referral Specialists	2.00	2.00	26,000	22,000	52,000	2.00		
Intake Receptionist	7.00	7.00	24,000	70,000	168,000	1.00	3.00	3.00
Biller	1.00	1.00	39,000	16,000	39,000	1.00		
Assoc. Director ARNP	1.00	1.00	80,000	33,000	80,000	1.00		
Total Support	32.00	32.00		$ 397,000	$ 953,000	10.00	13.00	9.00
Total Salaries & Wages	38.75	40.50		$ 752,500	$ 2,033,000	11.00	16.00	13.50
Fringe Benefit		21.0%		$ 158,025	$ 426,930			
Total Personnel Expense				$ 910,525	$ 2,459,930			
Medical Related Costs		$ 7.31		80,000	263,000	58,000	88,000	117,000
Rent				40,000	96,000	-	59,000	37,000
Utilities				8,000	18,000	-	9,000	9,000
Security				20,000	48,000	-	48,000	-
Maintenance				2,000	4,000	-	2,000	2,000
Facility Total				70,000	166,000	-	118,000	48,000
Office/ Admin.				63,000	90,000	20,000	30,000	40,000
Total Other Than Salary Expense				$ 213,000	$ 519,000			

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	**Biscayne Corridor**	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Total Annual Expense	$ 1,123,525	$ 2,978,930			

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Revenues:	**LIP Term Revenue**	**Annual Revenue**	Payer Mix	Payer Mix	Payer Mix
Medicaid	$ 262,500	$ 1,950,000	35%	35%	50%
Medicare	63,000	336,000	5%	10%	10%
Private Insurance	33,000	164,000	3%	5%	5%
Self Pay	394,500	565,600	57%	50%	35%
Total Patient Revenue	$ 753,000	$ 3,015,600	100%	100%	100%
LIP Grant Revenue	$ 370,000	$ -			
Total Revenue	$ 1,123,000	$ 3,015,600			
Direct Operating Profit (Loss)	(525)	36,670			

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th

Project Sustainability Plan:

Recurring operations will be sustained by patient revenues. The revenue budget was derived using Borinquen's payer mix experience and expected medicaid, medicare, and self pay per visit rates. As a Federally Qualified Health Center, Borinquen receives the medicaid PPS rate which is designed to recover actual cost on average. Given the level of medicaid eligible users, the revenues derived will be sufficient to cover the incremental operating costs of this project. Additional Federal funds will be sought to augment the project.

Attachment **"B"**

MIAMI-DADE COUNTY

BORINQUEN HEALTH CARE CENTER, INC.

and

_____,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____ 1, 2011

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____1, 2011 by and between BORINQUEN HEALTH CARE CENTER, INC., a Florida not-for-profit corporation ("Borinquen"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and BankUnited, as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Agreement by and between the County and Borinquen dated _____, 2011, Borinquen is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $335,837 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the renovation of Borinquen's main clinic facility located at 3601 Federal Highway in Miami (the "Main Clinic"), for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Borinquen and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Borinquen in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $335,837 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, Escrow Agent's customary applicable procedures as set forth in Escrow Agent's Depositor's Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Borinquen Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Borinquen and, to the extent required by law, of the Escrow Agent, to which Borinquen has caused to be deposited $335,837 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Borinquen will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Borinquen or the County after the initial deposit of $335,837 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with written instructions executed by Borinquen and the County. Before any disbursements are made from the Escrow Fund, Borinquen and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Borinquen and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $335,837 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Borinquen and the County.

Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Borinquen shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Borinquen shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Borinquen and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Borinquen or its own counsel, at the expense of Borinquen, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Borinquen or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Borinquen and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Borinquen, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions). Borinquen agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Borinquen, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so

expressed or not. Borinquen and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Borinquen and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Borinquen and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Borinquen and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Borinquen and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Borinquen and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Borinquen's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Borinquen's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent's sole responsibility shall be in its sole discretion either to retain custody of the proceeds of the Escrow Fund and apply the proceeds of the Escrow Fund in accordance with this Escrow Agreement without any obligation to reinvest any part of the proceeds of the Escrow Fund until it receives such designation, or to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

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Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

County Mayor
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Telephone: (305) 375-5311
Telecopy: (305) 375-1262

With a copy to:

Miami-Dade County, Florida
Office of Capital Improvements
111 N.W. First Street, Suite 2130
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2363
Telecopy: (305) 372-6130

(b) if to Borinquen, at:

Robert E. Linder, C.E.O.

Borinquen Health Care Center, Inc.

3601 Federal Highway

Miami, FL 33137

Tel. (305) 576-6611

Fax. (305) 576-0008

With a copy to:

Jorge A. Duarte, Esq.

5975 Sunset Drive, Ste. 601

South Miami, Florida 33143

Tel. (305) 358-2400

Fax. (305) 667-9739

(c) if to Escrow Agent:

BankUnited

6075 Sunset Drive

Miami, Florida 33143

Attention: Branch Manager

with a copy to

BankUnited
14817 Oak Lane
Miami Lakes, Florida 33016
Attention: Office of General Counsel

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

BORINQUEN

By: _____

Name Escrow Agent

By: _____

Attachment "C"

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the Borinquen Health Care Center, Inc., a Florida nonprofit corporation ("Borinquen") is entered into this _____ day of _____, 2011.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of $2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC Program"); and

WHEREAS, the aforementioned Resolutions include specific projects such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, pursuant to Resolution No. R-383-10 this Board previously allocated $500,000 from BBC Program Project No. 305 to Borinquen (the "Funding Allocation") to be used to fund a portion of the renovation of Borinquen's main clinic facility located at 3601 Federal Highway in Miami (the "Main Clinic") including the Adult Medicine and Pediatric floors as described more specifically in Exhibit 1 to this Agreement (the "Project"); and

WHEREAS, in order to raise additional funds needed to expand clinical capacity at the Main Clinic, Borinquen submitted a low income pool application to the State of Florida (the "State") for the receipt of Low Income Pool grant funds ("LIP Grant Funds"), a copy of which is attached as Attachment "A" to this Agreement (the "Grant Application") and incorporated in this Agreement by this reference; and

WHEREAS, the State's allocation from LIP Grant Funds to fund the Project requires a local match by the County equal to $335,837 (the "Local Match"), which the County has agreed to provide to the State as a grant which will be funded from a portion of the $500,000 previously allocated from the BBC Program Project No. 305 to BHCC's Main Clinic; and

WHEREAS, the Funding Allocation shall be disbursed in two allocations of which $335,837 has been allocated for remittance by the County to the State as the Local Match for LIP Grant Funds (the "State Funding Cycle Allocation") and $164,163 has been allocated to Borinquen for the Project (the "Borinquen Funding Cycle Allocation"); and

WHEREAS, subject to satisfaction of certain conditions precedent, the County and the State will enter into a Letter Agreement whereby the State has agreed that the State Funding Cycle Allocation shall be used solely to fund capital improvements at the Main Clinic, all as more particularly described in the Letter Agreement, a copy of which

is attached hereto as Attachment "B" to this Agreement (the "Letter Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, pursuant to the Letter Agreement, the State will transfer an amount equal to no less than $335,837 to Borinquen and, pursuant to the terms of this Agreement, Borinquen has agreed to immediately deposit such amount into the escrow deposit account specified herein and established pursuant to the terms of the Escrow Deposit Agreement by and among the County, Borinquen and Bank United dated _____ (the "Escrow Account"); and

WHEREAS, disbursements from the Escrow Account will be governed by the terms of this Agreement and the escrow deposit agreement by and among Borinquen, the County and Bank United, a copy of which is attached as Attachment "C" to this Agreement (the "Escrow Deposit Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, the Project is estimated to cost $1,000,000 (the "Total Project Cost") and will be funded from the sources listed in Exhibit 1 fully subject to and contingent upon the availability of BBC Program bond proceeds and the execution of subsequent agreement(s) between the County and the Borinquen; and

WHEREAS, as consideration for, among other things, the County's agreement to provide the Local Match, Borinquen has agreed to enter into and abide by the terms of the Escrow Deposit Agreement and this Agreement and comply with all applicable BBC Program's Administrative Rules, which are attached as Attachment "D" (the "BBC GOB Administrative Rules") and incorporated in this Agreement by this reference, as if Borinquen had received the State Funding Cycle Allocation directly; and

WHEREAS, the parties will enter into a separate Grant Agreement for the Borinquen Funding Cycle Allocation describing their respective roles in the funding for the Project costs with respect to such allocation; and

WHEREAS, the County and the Board of Directors of the Borinquen have authorized, by resolution, their respective representatives to enter into this Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Agreement are Borinquen and the County. The County has delegated the responsibility of administering this Grant Agreement to the County Mayor or the County Mayor's designee, who shall be referred to herein as the "County Mayor."

This Agreement shall take effect upon execution and shall terminate upon the completion of the Project, including the completion of all final closeout documentation.

Section 2. **Amount of Funding Allocation and Payment Schedule:** A Project funding plan identifying the Borinquen Funding Cycle Allocation and the State Funding Cycle Allocation to be funded by the County solely from BBC Program bond proceeds,

the costs to be funded by Borinquen through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation and each Borinquen Funding Cycle Allocation, and the amount funded to date, if any, is attached as Exhibit 1. The County agrees to provide solely from the BBC Program bond proceeds for the State Funding Cycle Allocation an amount equal to $335,837. This amount represents a portion of the amount necessary to complete the Project.

It is anticipated that, in accordance with the terms of the Letter Agreement, the State will remit to Borinquen an amount equal to $335,837 no later than July 29, 2011 for the sole purpose of funding the Project. Borinquen agrees that it shall deposit $335,837 in the Escrow Account immediately upon receipt of such amount from the State and that the amounts on deposit in such Escrow Account shall be subject to disbursement in accordance with the terms of this Agreement and the Escrow Deposit Agreement. The County's obligation to authorize disbursement of funds from the Escrow Account shall be provided in accordance with the BBC GOB Administrative Rules. Borinquen agrees that the County's authorized signatory for purposes of the Escrow Deposit Agreement will only authorize disbursement of funds from the Escrow Account after Borinquen's satisfaction of all of the reimbursement requirements set forth in this Agreement and the BBC GOB Administrative Rules, including, but not limited to, the provisions of Article III, Section 1 applicable to the Project. Miami-Dade County shall only be obligated to authorize disbursement of funds from the Escrow Account provided Borinquen is not in breach of this Agreement and Borinquen has demonstrated that it has adequate funds to complete the Project. Borinquen shall be solely responsible for submitting all documentation, as required by this Agreement and by the BBC GOB Administrative Rules, to the County Mayor.

Pursuant to the Escrow Deposit Agreement, interest earned on the funds on deposit in the Escrow Account shall be paid to the County after all of the State Funding Cycle Allocation has been disbursed.

Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the Funding Allocation. Cost overruns are the sole responsibility of Borinquen. The County shall not be obligated to reimburse Borinquen from the Borinquen Funding Cycle Allocation until the County determines that the State Funding Cycle Allocation has been substantially expended. In the event that the State Funding Cycle Allocation on deposit in the Escrow Account is not expended on schedule, each Borinquen Funding Cycle Allocation may be delayed for one (1) calendar year or more depending on the bond schedule, in accordance with the BBC GOB Administrative Rules and Section 22 of this Agreement.

Section 3. **Project Description:** Borinquen may only use the amounts on deposit in the Escrow Account for the purpose of renovating and/or equipping the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Project must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least twenty-five (25) years from the completion of the Project, Borinquen shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. Borinquen agrees to: a)

maintain the Project; b) keep the Project open to all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project.

If Borinquen wishes to revise the Project for the purpose of completing the Project and such revisions substantially alter the original Project but still comport with the terms of the Letter Agreement, Borinquen must request in writing that the County Mayor review and approve such revisions. Borinquen's request must be given at least fourteen (14) days prior to implementation of revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 4. **Project Budget:** Borinquen agrees to demonstrate fiscal stability and the ability to administer the Funding Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. This Project budget is attached as Exhibit 1. Further, Borinquen agrees that all expenditures will be subject to the terms of this Agreement. If Borinquen wishes to revise the budget for the purpose of completing the Project, including line item changes, and such revisions substantially alter the original Project but still comport with the terms of the Letter Agreement, Borinquen must request in writing that the County Mayor review and approve such revisions. Borinquen's request must be given at least fourteen (14) days prior to implementation of the revisions. The County Mayor will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the County's Executive Offices.

Section 5. **[INTENTIONALLY OMITTED]**

Section 6. **Report Deadline:** To demonstrate that the funds disbursed from the Escrow Account have been used in accordance with the Project Description and Project budget information as outlined in Exhibit 1 and that Borinquen has met and fulfilled all requirements as outlined in this Agreement, exhibits, and/or other substantive materials as may be attached or included as a condition to the State Funding Cycle Allocation award, Borinquen must submit to the County Mayor, a written report documenting that Borinquen is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. Borinquen shall also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that Borinquen is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and accounting for the expenditure of funds reimbursed from funds on deposit in the Escrow Account be prepared by an independent certified public accountant at the expense of Borinquen.

The County Mayor must approve these reports for the Borinquen to be deemed to have met all conditions of disbursement of amounts on deposit in the Escrow Account.

Section 7. **Program Monitoring and Evaluation:** The County Mayor may monitor and conduct an evaluation of Borinquen's operations and the Project, which

may include visits by County representatives to: observe the Project or Borinquen's programs, procedures, and operations; discuss Borinquen's programs with Borinquen's personnel; and/or evaluate the public impact of the Project. Upon request, Borinquen shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board, general activities and Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that Borinquen is not in compliance with the terms of this Agreement or the BBC GOB Administrative Rules or for other reasons which significantly impact on Borinquen's ability to fulfill the conditions of this Agreement, then the County Mayor must provide in writing to Borinquen, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on Borinquen's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If Borinquen refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his discretion, may take other actions which may include disapproval of disbursement requests from the Escrow Account or reduction, rescission or withholding Borinquen Funding Cycle Allocation(s), until such time as Borinquen can demonstrate that such issues have been corrected. Further, in the event that Borinquen does not expend the disbursements from the Escrow Account for the Project or uses any portion of the disbursements from the Escrow Account for costs not associated with the Project and Borinquen refuses or is unable to address the areas of concern, then the County Mayor may request the return of the full or partial Borinquen Funding Cycle Allocation(s). The County Mayor may also institute a moratorium on applications from Borinquen to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

If the Project involves construction work, Borinquen shall: notify the County Mayor of any applicable federal labor compliance requirements regarding procurement and pre-award procedures prior to scheduling pre-construction conferences; submit to the County Mayor all plans and specifications and receive the approval of the County Mayor prior to issuance and implementation; and comply with all applicable provisions of municipal, state, federal and County laws, regulations and rules.

Section 8. **Bank Accounts and Bonding:** Borinquen shall disclose in writing, the identity and title of individuals whom Borinquen authorizes to withdraw funds from the Escrow Account. The Escrow Account must be segregated from other accounts maintained by or for Borinquen. All persons authorized to withdraw funds from the Escrow Account must be bonded by a reputable licensed firm.

Section 9. **Accounting, Financial Review, Access to Records and Audits:** Borinquen shall maintain accurate and complete books and records for all receipts and expenditures of any amounts disbursed from the Escrow Account and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with or reimbursed from funds disbursed from the Escrow Account, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by Borinquen for at least three (3) years after the termination or expiration of this Agreement.

The County Mayor may examine these books, records and documents at Borinquen's offices or other approved site under the direct control and supervision of Borinquen during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of Borinquen, whether or not purported to be related to this Agreement.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with the amounts disbursed from the Escrow Account.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of Borinquen and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to Borinquen (and any affected contractor and materialman) from OIG, Borinquen (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to Borinquen, its contractors and their respective officers, agents and employees. Borinquen shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from Borinquen, its contractors or third parties for such monitoring or investigation or for the

failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of Borinquen.

Section 10. **Publicity and Credits:** Borinquen must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 11. **Naming Rights, Publicity and Advertisements:** It is understood and agreed between the parties hereto that the Project is funded by Miami-Dade County. Further, by acceptance of the Borinquen Funding Cycle Allocation, Borinquen agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. Borinquen shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. Borinquen shall submit sample of mock up of such publicity or materials to the County for review and approval. Borinquen shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is a funding source.

Section 12. **Relationship of the Parties, Liability and Indemnification:** It is expressly understood and intended that Borinquen is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County department administering this Agreement. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that Borinquen, its officers, agents and employees are independent contractors and solely responsible for the Project.

Borinquen shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the department administering this Agreement, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Borinquen agrees to be responsible for all work performed and all expenses incurred in connection with the Project. Borinquen may subcontract as necessary to complete the Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by Borinquen that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that Borinquen shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

Section 13. **Assignment:** Borinquen is not permitted to assign this Agreement or any portion thereof. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of any Borinquen Funding Cycle Allocation(s) and reimbursement by Borinquen of its full value to the County.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of Borinquen hereunder and Borinquen agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability

non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

Borinquen shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

Borinquen covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of Borinquen and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of the Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

Borinquen shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

Borinquen has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

Section 15. **Breach, Opportunity to Cure and Termination:**

(a) Each of the following shall constitute a default by Borinquen:

(1) If Borinquen uses the amounts disbursed from the Escrow Account for costs not associated with the Project (i.e., ineligible costs), and Borinquen fails to cure its default within thirty (30) days after written notice of the default is given to Borinquen by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice Borinquen commences diligently and thereafter continues to cure.

(2) If Borinquen shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and 15(a)(3) and Borinquen fails to cure its default within thirty (30) days after written notice of the default is given to Borinquen by the County;

provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice Borinquen commences diligently and thereafter continues to cure.

(3) If Borinquen fails to deposit $335,837 in the Escrow Account immediately upon receipt of such funds from the State, and Borinquen fails to cure its default within three business (3) days after written notice of the default is given to Borinquen by the County.

(b) Each of the following shall constitute a default by the County:

(1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by Borinquen; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

(1) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(2) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(3) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event this Agreement is terminated because of Borinquen's breach of this Agreement, Borinquen will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date Borinquen receives the notice in writing of the breach of this Agreement. Further, Borinquen will be obligated to immediately upon receipt of written direction from the County deposit in the Escrow Account, or a successor account established under the same terms as the Escrow Account, an amount equal to all unauthorized expenditures discovered after the expiration or termination of this Agreement or an amount equal to all lost or stolen Escrow Account funds.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 16. **Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. **Written Notices:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Tel. (305) 375-5311
Fax. (305) 375-1262

Borinquen:
Robert E. Linder, C.E.O.
Borinquen Health Care Center, Inc.
3601 Federal Highway
Miami, Florida 33137
Tel. (305) 576-6611
Fax. (305) 576-0008

With a copy to:
Director, Office of Capital Improvements
111 N.W. 1st Street, Suite 2130
Miami, Florida 33128
Tel. (305) 375-2363
Fax. (305) 372-6130

With a copy to:
Jorge A. Duarte, Esq.
5975 Sunset Drive, Ste 601
South Miami, Florida 33143
Tel. (305) 358-2400
Fax. (305) 667-9739

And

Executive Director

Office of Countywide Health Care Planning
140 West Flagler Street, Suite 1102
Miami, Florida 33128
Tel. (305) 375-5444
Fax. (305) 372-6357

Section 18. **Captions:** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section 19. **Contract Represents Total Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs/Venue:** In the event that Borinquen or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and Borinquen agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Representation of Borinquen:** Borinquen represents that this Agreement has been duly authorized, executed and delivered by the governing body of Borinquen and it has granted Robert E. Linder, its Chief Executive Officer, the required power and authority to execute this Agreement. Borinquen agrees to a) maintain the Project for a minimum of twenty-five (25) years; b) keep the Project open safely and properly maintained for all Miami-Dade County residents; and c) allow all Miami-Dade County residents equal access and use of the Project and not discriminate when charging facility admission fees. Borinquen also agrees to accept and comply with the BBC GOB Administrative Rules as stated in Attachment 1. Borinquen shall be solely responsible for submitting all documentation required by the BBC GOB Administrative Rules to the County Mayor.

Section 22. **Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the governing body of the County, and it has granted the County Mayor the required power and authority to execute this Agreement. The County agrees to provide the State Funding Cycle Allocation to the State for the purpose of developing and improving the Project in accordance with each of the attached exhibits. Miami-Dade County shall only be obligated to authorize disbursements from the Escrow Account provided Borinquen is not in breach of this Agreement and Borinquen has demonstrated that it has adequate funds to complete the Project.

Section 23. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 24. **Insurance:** Borinquen must maintain and shall furnish upon request to the County Mayor, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of Borinquen as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include advertising liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY PROJECT NUMBER AND TITLE OF PROJECT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's General Services Administration Risk Management Division. Borinquen shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

Section 25. **Special Conditions:** The Local Match was remitted to the State for the Project with the understanding that Borinquen is performing a public purpose through the programs, projects, and services recommended for support. In addition, in accordance with Section 9 of the Letter Agreement, Borinquen agrees that funding provided to Borinquen by the State shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes. Use of the $335,837 received by Borinquen from the State for any program component not meeting this condition will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Sections and Exhibits of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
By Its BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

on the ____ day of _____, 2011

By: _____
Deputy Clerk

By: _____ _____
County Mayor Date

BORINQUEN:

on the ____day of _____, 2011

(Borinquen's Corporate Seal)

Federal Identification #

By_____
Robert E. Linder
Chief Executive Officer

Approved by County Attorney as
to form and legal sufficiency. _____

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BORINQUEN HEALTH CARE CENTER, INC.
LOW INCOME POOL APPLICATION
IN COLLABORATION WITH
JACKSON HEALTH SYSTEM, JACKSON MEMORIAL HOSPITAL, JACKSON NORTH MEDICAL CENTER, AND NORTH SHORE MEDICAL CENTER, MIAMI-DADE COUNTY

Applicant: Borinquen Health Care Center, Inc.
3601 Federal Highway
Miami, FL 33137

Description of the delivery system and affiliations with other health care service providers:

Borinquen Health Care Center, Inc (Borinquen), a Federally Qualified Health Center (FQHC), has been serving the medically underserved areas of Miami-Dade County for the last 39 years. Borinquen's commitment is to increase access to care and reduce the health disparities that exist between multicultural racial and ethnic groups and the rest of the population. Borinquen's mission is to provide a comprehensive range of health care, education and support services to improve the quality of life of its clients. ***In 2009, Borinquen provided services to 22,759 individuals throughout Miami-Dade County amassing a total of 74,040 encounters.***

Borinquen provides a variety of primary healthcare services from its main site. These primary care services include ***adult medicine (including HIV/AIDS care); ob/gyn (including delivery services); pediatrics; oral health care; optometry; podiatry; dermatology; cardiology; nutritional care; and an in-house pharmacy*** (offering 340b discount pricing). Borinquen also delivers ***social and educational services such as medical case management, HIV and STD Testing and Counseling, Healthy Start prenatal and postnatal services, benefits eligibility assistance, and chronic disease management programs.*** Borinquen's ***Behavioral Resource Center*** is comprised of experienced ***substance abuse*** and ***mental health professionals*** and is located two-blocks west of the main center. All of these healthcare services available within this **Medical-Health Home** setting make healthcare services easily accessible to Borinquen clients.

Borinquen has partnerships among key stakeholders concerned with all aspects of care and services and these partnerships and relationships serve a vital part of **Borinquen**'s daily operations. Borinquen works on a continuous basis with **Jackson Health System**, Miami-Dade County Department of Health, State of Florida Department of Health, Miami-Dade County Ryan White, Department of Children and Families, Miami-Dade County Public Schools, Healthy Start Coalition of Miami-Dade, South Florida AIDS Network, **North Shore Medical Center, Mount Sinai Medical Center, Larkin Hospital**, The Village, Better Way, Catholic Charities/St. Lukes, University of Miami – Miller School of Medicine, AIDS Health Care Foundation, Lotus Transitional Housing for Women, Little River Senior Center, De Hostos Senior Centers, YWCA of Greater Miami, Florida International University, **Nova Southeastern University**, College of Dentistry, University of Delaware, Carlos Albizu University, Avanti Services, The Village at

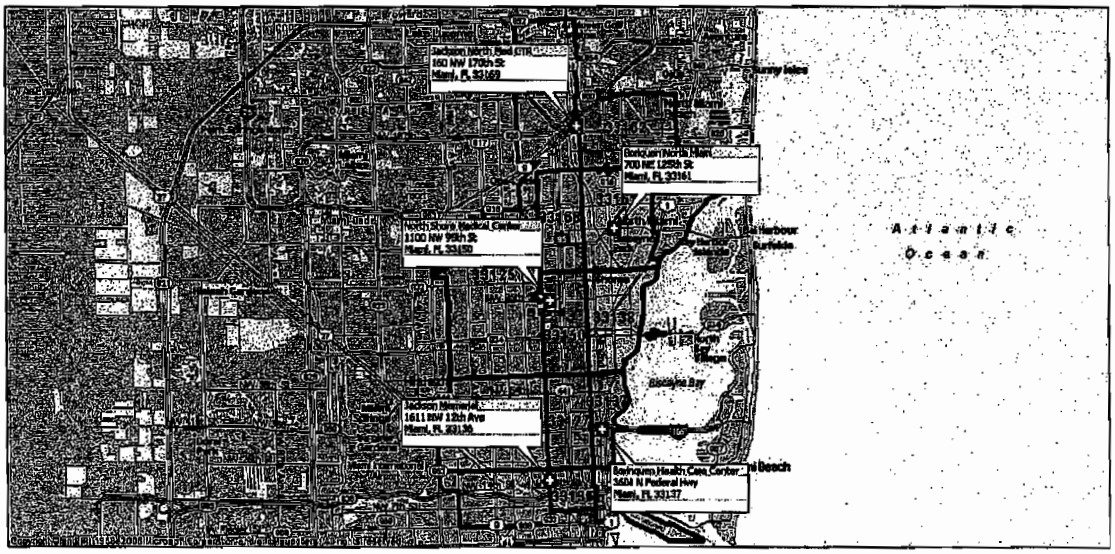
Midtown and Buena Vista, Advanced Care Diagnostics, B and G Diagnostics, Pinnacle Diagnostics, CDI Imaging, South Florida Workforce, and Miami Jewish Community Services. The details of these relationships are described in detail in response to the numbered questions.

Service Area

Service Area characteristics (including demographics or population served and distribution of current population served by funding source, e.g., Medicaid, Medicare, Uninsured, Commercial Insurance, etc.)

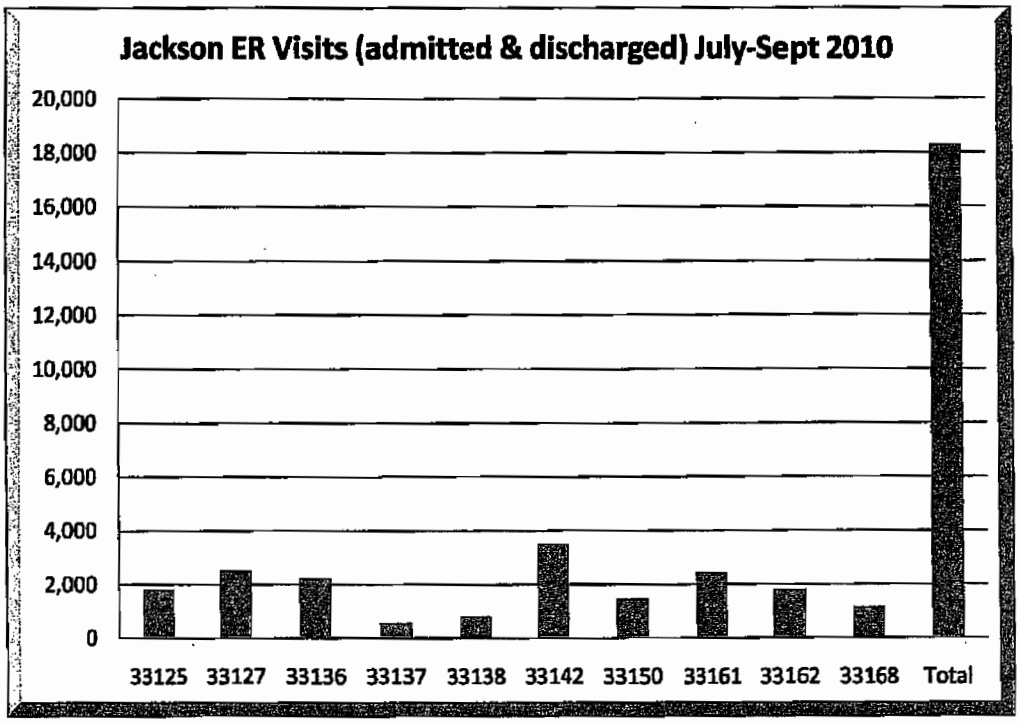
Borinquen's service area population is largely from the working poor and immigrant population. These populations have major healthcare needs including the prevention and treatment of chronic illnesses most notably, cardiovascular disease and diabetes; improvement of perinatal outcomes; prevention and treatment of dental disease; prevention and treatment of HIV, other sexually transmitted diseases; and substance abuse disorders. Borinquen targets all of these in a Medical-Health Home that ensures enhanced accessibility; cultural sensitivity; comprehensive and continuous care and treatment plans; education on health maintenance and patient compliance with treatment regimes; professional, skilled, and culturally competent providers; and accessibility to several types of services such as onsite laboratory/phlebotomy, optical, radiology, pharmacy, dental, mental health, case management, and specialty referral services.

The main service-delivery site is located within the Biscayne corridor, which has a population of approximately 300,000 and of these a large number are of Haitian descent. The underserved population in the service area is very low-income and culturally diverse, many, in fact, are newly arrived immigrants. Sixty percent of this population fall 200% below the Federal Poverty Level, it is estimated that 35% of these are Medicaid eligible while 10% are eligible for Medicare and more than 40% are uninsured.



Borinquen Health Care Center Service Area: Biscayne Corridor
Hospital Emergency Department Discharges by Payer: 2009

Payer	Cases	Percent
Medicaid	67,019	37%
Private, incl. HMO	33,587	18%
No charge/Charity	32,608	18%
Self-Pay	26,148	14%
Medicare	16,993	9%
Other	6,044	3%
All Payers	182,399	100%



Source: Jackson Health System

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Organizational Chart and point of contact

Principle Contact:

Robert Linder, CEO
Borinquen Health Care Center, Inc.
3601 Federal Highway
Miami, FL 33137
blinder@borinquenhealth.org
(305) 576-6611 ext. 610

Organizational Chart is found in Attachment II

Proposed budget for funding detailing request

Project LIP Funding Request	**$1,500,000.00**
Total Project Capital Budget	$1,548,711.00
Project Operating Budget, State FYE 6/30/2011	$1,123,000.00
Project Operating Budget –Annual	$2,978,930.00
Total 1st FY Capital & Operating Budget (State FYE 6/30/2011)	**$2,623,000.00**

Budget detail provided in Attachment I

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1. ***Provide a brief summary of your proposed project.***

Borinquen Health Care Center in collaboration with **Jackson Health System, Jackson Memorial Hospital, Jackson North Medical Center and Tenet's North Shore Medical Center will implement a comprehensive emergency room and inpatient hospitalization diversion program** through;

- Development and implementation of an integrated Hospital and Emergency Department Diversion Program Patient Data Information Exchange to identify program participants and measure outcomes of the program,
- Addition of onsite Emergency Department Patient Health Navigators during peak emergency department hours at the 3 participating hospitals,
- expanding primary care capacity and access by increasing the number of examination rooms by 27 new rooms in the service area
- Extending operating hours, adding evening hours, and increasing weekend operating hours, and
- Adding two new health center sites including a **Chronic Disease Management and After Hours Center** proximate (2 blocks away) to Borinquen's main site. And opening a new health center site in North Miami.

2. ***Describe plan for identification of participants for inclusion in the population to be included in the project.***

Emergency Department discharge data from the three primary service area hospitals, Jackson Memorial, Jackson North and North Shore, will be analyzed to identify the target population. The first cohort of participants will be identified according to baseline criteria:

1) Ambulatory Care Sensitive (aka. Primary Care Sensitive) emergency department visits
2) Based on a New York University algorithm that codes ED visits as:
   a) **Non-emergent**
   b) Emergent but **primary care treatable**
   c) Emergent, ED needed but **preventable/avoidable**
   d) Emergent, ED needed, not preventable/avoidable
   e) Other (injuries, mental health, substance abuse, etc.)

The preliminary analysis of 2009 Agency for Health Care Administration Emergency Department Discharge data applying the algorithm has identified **53,585 ED visits by residents of the service area which fall into categories a-c.** Category a) Non-emergent cases (22,952 ED visits) and b) Emergent but primary care treatable (23,524 visits) and c) Emergent, ED needed but preventable/avoidable (7,108 visits); **these patients will be the first targeted for enrollment and will receive outreach, primary care education services and an initial appointment and registration at Borinquen.** Patients falling into

category e) will be screened for appropriateness for referral to behavioral health programs at Borinquen or Jackson.

The preliminary analysis of AHCA data estimated the ED costs alone for these service area specific patient visits at the three participating hospitals, exceeded **$310 million in 2009.** Greater than 50% of those visits and costs were preventable or avoidable.

Borinquen will utilize a three-tiered approach to identify participants to be included in the Emergency Department Diversion project:

a. Jackson Health Systems (Jackson) and North Shore Medical Center (North Shore) Emergency Department (ED) discharge data will be analyzed for the proceeding three months. The ED data will be analyzed to identify individuals which, according to the diversion algorithm, could have been more appropriately treated by **Borinquen or other primary care providers.** Those identified individuals that reside in Borinquen's service area zip codes and that were identified as inappropriately accessing ED services (e.g. non-emergent, primary care treatable, or preventable/avoidable visits) will be targeted for enrollment in the Diversion Program.
b. **Borinquen** will place a personal health navigator within Jackson Memorial Hospital's ED, Jackson North's ED, and North Shore's ED, Monday through Saturday during ED peak hours. During these hours, the health navigator will work closely with the ED triage personnel to identify and divert individuals that unnecessarily visit the emergency room.
c. **Borinquen** will analyze its internal data and electronic health record data to identify those patients that have chronic conditions related to high ED utilizations like Asthma, Diabetes, Cardiovascular Disease, HIV/AIDS, or mental health disorders; of these, **Borinquen** will target those patients that are non-compliant (with treatment) and/or those whose condition is uncontrolled.

3. Compliance with Agency evaluation criteria.

- ***Reduce potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.***
    - The Borinquen proposed Emergency Department Diversion program for the Biscayne Corridor incorporates three defined approaches to identifying patients who have, or are likely to, inappropriately utilize emergency rooms and referring those patients to appropriate primary care.

- ***Reduce potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided.***
    - **Borinquen** will place a personal health navigator within Jackson Memorial Hospital's ED, Jackson North's ED, and North Shore's ED, Monday through

Saturday during ED peak hours. During these hours, the health navigator will work closely with the ED triage personnel to identify and divert individuals that unnecessarily visit the emergency room.

- **Borinquen** will analyze its internal data and electronic health record data to identify those patients that have chronic conditions related to high ED utilization like Asthma, Diabetes, Cardiovascular Disease, HIV/AIDS, or mental health disorders; of these, **Borinquen** will target those patients that are non-compliant (with treatment) and/or those whose condition is uncontrolled. Those non-compliant or uncontrolled disease state patients will receive outreach visits to re-engage them into primary care and disease management.

- ***Expansion of primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.***
  - Borinquen's project expands its infrastructure through the addition of **27 examining rooms. Borinquen is adding** one new clinic site and expanding a second site. This expansion will increase capacity for an additional **13,500 users (patients) and 36,000 additional encounters or patient visits for primary care, urgent care and disease management.**
  - **Borinquen's main site located at just North of downtown Miami** will be renovated to add nine (9) examination rooms, nursing stations, and doctor work stations. Funds will be used to remodel areas of the second, third, and fourth floors of this six story facility. Non-clinical staff will be relocated from these floors to make room for the expanded clinical facilities. Miami-Dade bonds will be used in conjunction with LIP funds for this site.
  - **Borinquen's site located in Miami's Design District.** This 3,000 square foot facility will be renovated to add eight (8) examination rooms, consultation rooms, waiting areas, and a pharmacy. This site is essentially an annex to the main site and is located within walking distance. Funding of the construction and equipment for this site is being covered by the Federal Capital Improvement Program (CIP).
  - **Borinquen has entered into a ten year lease at 3,000 square foot facility located in downtown North Miami.** This site is locate in census tract 2.08, a low income area that is medically underserved. LIP funds will be used to add ten (10) examination rooms, consultation rooms, waiting areas, and a pharmacy at this location.

- ***Expansion of Primary care through expanded service hours (e.g., evening or weekend hours).***
  - The Chronic Disease Management and After Hours Center will offer extended evening hours, the Center will be open Monday through Friday, 11:00am – 9:00pm, and Saturday 8:00am – 5:00pm. Borinquen's main site hours will be Monday through Friday, 8:00m-5:30pm, and Saturday 7:30am – 2:00pm. North

Miami site will be open Monday through Friday, 8:00am – 5:00pm, and Saturday 8:00am-2:00pm.

- Borinquen sites are easily accessible via public transportation (primarily bus lines), the sites are within less than three blocks of Biscayne Boulevard which is a main transportation route in Miami-Dade County, direct transportation is offered from North to South; and South to North (on this route).
- Borinquen will coordinate transportation services for individuals that cannot access transportation. Borinquen operates a 12 passenger wheel chair accessible vehicle (awarded an additional one – pending contract execution) as well as a minivan for client transportation to and from appointments.

- ***Initiatives to increase self-management and adherence to treatment plans and self-management goals through the availability of disease management services for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and high cholesterol.***

  Borinquen's Objectives will include a program that maintains the health of the patients and reducing the need for acute interventions. A Chronic disease management programs are a means of supporting these objectives. The program objectives will include short-term goals, such as increasing the proportion of diabetic patients receiving treatment according to recommended protocols. The project will provide increased access to regular, non-emergency health care through specialized clinics to address chronic diseases. The clinic will be staffed by a team composed of 1 Family Medicine Practitioner, and HIV Specialist, ½ Psychiatrist, 1 and 1/2ARNPs, an RN, an LPN and 8MAs. This team will provide monthly assessments and intervention to members of the team not at goal. Individuals who are controlled will be scheduled every 3 months. In addition there will be opportunities to participate in group visits for controlled and for uncontrolled patients. The Group visits will target patients of all ages with similar chronic problems, such as diabetes or coronary artery disease. They will focus on interactive discussions related to patient self-management and education. These visits will also incorporate other members of the team such as Nutrition, Podiatry, Endocrinology, Nephrology, Pulmonology, Psychiatry, depending on the chronic disease or condition being addressed. There will also be team meetings with all members of the team to review individual or problem cases.

- ***Primary care Capability and Experience***

  Borinquen Health Care Center, Inc (BHCC), a Federally Qualified Health Center (FQHC), has been serving the medically underserved areas of Miami-Dade County for the last 39 years. BHCC provides a variety of primary healthcare services from its main site. These primary care services include ***adult medicine (including HIV/AIDS care); ob/gyn (including delivery services); pediatrics; oral health care; behavioral health; optometry; podiatry; dermatology; cardiology; nutritional care; and an in-***

house pharmacy (offering 340b discount pricing). All of these healthcare services available within this "one-stop shop" setting make healthcare services easily accessible to BHCC clients.

- ***Community (facility and specialist) involvement***

  BHCC is very involved in our community, its leadership and frontline teams represent Borinquen on various Miami-Dade County committees and boards. An annual community health fair is hosted at the main health center attracting more than 2,400 participants. The health fair provides community members with the opportunity to receive comprehensive health care services and screenings; the primary purpose of this activity is to promote access to a medical home to those in our service areas.

- ***Ability to address diversity and minority populations***

  This is what Borinquen does best! Cultural diversity and language ability crosses all departments and levels of the organization. BHCC is truly an organization whose staff reflects the population we are serving. BHCC has bilingual ***Spanish-English*** and ***Haitian Creole-English*** capacity, 90% of staff is bi or tri-lingual.

- ***Local funding***

  Miami-Dade County Government Obligation Bonds funds approved by the taxpayers and awarded to Borinquen to expand access to primary care; funding to be used related to this project total $500,000 and are for capital purposes. In addition another $250,000 of Federal funds are included to renovate additional space (3000 sq. ft.) located at 100 NE 38 Street site.

- ***Experience providing care to uninsured population***

BHCC's target population is largely from the working poor and immigrant population. These populations have major healthcare needs including the prevention and treatment of chronic illnesses most notably, cardiovascular disease and diabetes; improvement of perinatal outcomes; prevention and treatment of dental disease; prevention and treatment of HIV, other sexually transmitted diseases; and substance abuse disorders. BHCC targets all of these in a Healthcare Plan that ensures enhanced accessibility; cultural sensitivity; comprehensive and continuous care and treatment plans; education on health maintenance and patient compliance with treatment regimes.

- ***Innovations***

BHCC is a member of Health Choice Network (HCN), a national model of successful collaboration of community health centers and one of HRSA – sponsored Health Care

Center Controlled Networks. BHCC's health technologies include a modern electronic health records (EHR) and practice management system that provides a robust reporting package.

BHCC initiated a pilot program within our school based health suites that provides oral health care to the children of our school via portable equipment. BHCC provides diagnostic, preventive, and restorative care on-site. This model has been extremely successful, thus we will begin providing portable oral health care to the children of Miami-Dade County Head Start programs.

Borinquen has a 43 foot ***medical mobile van*** with two exam rooms that is utilized to provide primary care, health education and screenings to individuals throughout Miami-Dade. In 2009, this mobile medical unit, along with Borinquen's ***outreach*** team, provided services and/or education to ***15,250 individuals*** throughout Miami-Dade County. BHCC has recently obtained another medical mobile van that is 35 feet and is currently being refurbished. Beginning November 2010, BHCC will have the ability to ***double its community outreach efforts.***

- ***Describe sustainability of program: In kind contributions, other services, volunteer time to support initiative (not considered local match)***

Recurring operations will be sustained by patient revenues. The revenue budget was derived using BHCC's payer mix experience and expected Medicaid, Medicare, and self pay per visit rates. As a Federally Qualified Health Center, BHCC receives Medicaid PPS rate which is designated to recover actual cost on average. Given the level of Medicaid eligible users, the revenues derived will be sufficient to cover the incremental operating costs of this project. Additional Federal; funds will be sought to augment the project.

4. ***Describe the proposed emergency room and avoidable hospitalization diversion plan.***

This project will provide a patient-centered educational approach emphasizing healthy behaviors and navigating the health care system to establish a medical home. **Borinquen** will utilize patient health navigators to provide follow-up to individuals that had previously unnecessarily visited the ED (as identified by Jackson), in addition to assisting those who visit the ED but whose visit could be diverted to a community health center.

Health Navigators will be responsible to carry out the following direct services (dependent on patients needs):

- Link patients to a medical-health home;
- Facilitate enrollment in all eligible health programs;
- Link and advocate for support and social services;

- Assist with benefits eligibility applications;
- Increase access to preventive care;
- Teach concepts of prevention and chronic care management;
- Provide education on available levels of service and how to access each;
- Facilitate appointment compliance; and
- Increase compliance with treatment adherence and regimens.

Borinquen, Jackson Hospitals and North Shore Medical Center have an existing Business Agreement; this agreement is currently being enhanced by Jackson and North Shore to incorporate the proposed ED diversion project as well as the new health center sites.

The proposed ED project will engage collaboration whereas Jackson and North Shore will:

- Identify patients that have visited Jackson and are in need of a medical home;
- Identify patients that have unnecessarily utilized the ED services;
- Identify patients that require an ED or inpatient hospitalization follow-up primary care visit.

Jackson and North Shore will provide the patient referral to **Borinquen**'s Health Navigator to conduct follow-up telephone calls. During this initial contact, the Health Navigator will follow up on their recent visit to the ED and establish follow-up care [Qualifying patients that are identified during their admissions, upon their discharge will be referred to Health Navigator for a follow-up appointment within 7 days of discharge] as well as assistance with enrollment into a medical-health home. The Health Navigator will educate the patient about health and support services offered at **Borinquen**, and will schedule the individual for an initial visit for primary care at one of our Borinquen's centers.

The Health Navigator that will be located inside Jackson's and North Shore's emergency rooms and will work closely with their triage teams. Individuals will be given alternatives upon entering the ED (while Health Navigator is on premises):

1) If individuals choose, they will have the opportunity to speak first to a Health Navigator instead of opting to receive services at ED. The Health Navigator will immediately link to one of **Borinquen** sites. The Health Navigator will have remote access to **Borinquen**'s system, this will allow those patients that are immediately linked (or scheduled for a future appointment) to have most of the intake completed, thus streamlining the process upon arrival to Borinquen.

2) Those persons that are triaged by the ED nurse and are determined as not requiring ED services, will be instructed to speak to the Health Navigator housed at hospital. The Health Navigator will follow protocol mentioned above in an effort to link these individuals to primary care services.

3) Individuals that are treated in the ED but are then discharged (while Health Navigator is in-house), will be referred to Health Navigator to schedule the ED follow-up visit.

Upon scheduling an appointment for an individual at **Borinquen**, the Health Navigator will educate person about condition being treated, the importance of follow-up care, benefits of choosing a medical home, education regarding available health and support benefits, and assess for any other issues that may contribute to their continued use of the ED for primary care services.

Each linked patient will exit the ED with a written confirmation of their appointment in hand. Appointment confirmations are printed in the patient's language of choice, and contain the date and time of the appointment, along with the name, address, and telephone number for the site chosen. Information will include directions and specifies bus lines that operate near the site. **Borinquen**'s transportation service will be coordinated for those patients that do not have the means to reach our sites.

5. Describe how you will be notified of ER and/or Inpatient admissions

a. Data will be provided weekly, including lists provided by Jackson and North Shore through an electronic data exchange.
b. The parties are working towards a sharing of electronic health records.
c. A Health Navigator will be located within Jackson main hospital site and Jackson North during peak hours (as per Jackson this is from 2:00pm to 9:00pm).

6. Describe how your referral process will function.

The project will use Patient Health Navigators to address the problem of excessive health care costs; steer individuals to a Patient Centered Medical home where they can benefit from a regular source of care; and to establish the concept of Patient Health Navigators as a sustainable strategy to reduce ER over-utilization and address health care needs. to intervene and link patients with their medical home.

Patient Health Navigators will carry out some or all of the following direct services, depending on client and community needs:

- Connect patients to a medical home,
- Link and mediate/advocate between Social Services,
- Facilitate enrollment in all eligible health programs,
- Increase access to preventive care,
- Teach concepts of prevention and chronic care management,
- Teach/provide info on available levels of service and when and how to access each,
- Facilitate appointment-keeping, and Increase compliance with treatment regimens.

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- Health Navigators will be stationed in Jackson main hospital and at Jackson North's emergency rooms. Individuals that choose to access care at **Borinquen** will be immediately linked and scheduled to health and support services. The Health Navigator will have the ability to remotely schedule appointments, conduct intakes, and coordinate support services.
- When Health Navigator is found onsite, individuals will be identified by hospital triage teams and referred to Health Navigator for linkage to **Borinquen** for health and support services.
- When Health Navigator is not onsite, Jackson will provide a list of identified clients from the previous day/night visits. Upon receipt of this list, Health Navigator will immediately follow-up with these patients to link to health services.
- Health Navigator s would be stationed in participating hospital ERs (shifts TBD).
- Patients with ACS conditions could be identified at triage.
- The Health Navigator would assess the patient's medical care needs after they have been seen by a physician and offer connection to a suitable medical home, including making an appointment.
- The Health Navigator will follow up with the patient over the next few days/weeks to ensure successful linkage to the primary care provider.
- The Health Navigator will assess the patient's social situation and offer connection to social services, if appropriate.
- The Health Navigator will document relevant information for data collection and evaluation purposes.
- Borinquen will also identify patients from selected chronic disease lists and frequent no shows and frequent walk-ins.

7. ***What methods for follow-up after the ER and/or inpatient admission will be implemented?***
    a. The Health Navigator will be the resource allowing patients to schedule ED follow-up primary care appointments (at **Borinquen**) on site to enhance patient compliance. Jackson and **Borinquen** will work towards modifying discharge instructions given to low acuity patients to include references to **Borinquen** and other Federally Qualified Health Centers (FQHCs).
    b. Jackson will provide the Health Navigator with a weekly list of discharged patients that do not have a medical home and who reside within **Borinquen**'s service areas. The Health Navigator will follow-up with the patient over the next few days/weeks to make certain successful linkage to primary care provider was achieved.
    c. **Borinquen** will have "Post ER appointments" for patients that are discharged and have yet to link to the Health Navigator. Jackson' ER teams will inform patients that **Borinquen** will accept walk-in appointments for follow-up primary care Monday through Saturday. **Borinquen** will assign one provider on

a daily basis to treat the "Post ER" patients. The Post ER team will be staffed by Advanced Registered Nurse Practitioners (ARNPs) and a patient health navigator who will help link patients with **Borinquen**'s medical, behavioral health and/or other community services. The goal is to have an ARNP with a behavioral health background in order to assist in screening for underlying mental health concerns that may drive individuals to seek hospital ED services.

8. ***Describe formal and informal relationships already established or to be established with area hospitals and other community based providers.***

Borinquen has partnerships among key stakeholders concerned with all aspects of care and services and these partnerships and relationships serve a vital part of **Borinquen**'s daily operations.

Formal relationships

Jackson Health System:

- Agreement whereas **Borinquen** refers clients to Jackson for specialty services.
- Agreement for pregnant **Borinquen** to deliver at Jackson North.

Miami-Dade County Department of Health:

- Contract to conduct HIV Testing and Counseling services.
- Contract to conduct STD testing and counseling services.
- Agreement to provide primary care services at DOH's Little Haiti site.
- **Borinquen** is an official DOH site for administering hepatitis vaccinations.
- **Borinquen** is a lead testing site for children.

State of Florida Department of Health:

- Contract to provide pregnancy testing, HIV/STD testing and counseling, and linkage to prenatal health care services to at-risk women.
- Care coordination for pregnant woman that are HIV infected.

Miami-Dade County:

- Ryan White Part A and Minority AIDS Initiative Program provider.
- Contract to provide HIV/AIDS testing and counseling, health screenings, and education to individuals throughout the County via community outreach efforts.
- Contract to provide medical and oral health care to the children and families enrolled in Head Start programs.

Department of Children and Families:

- **Borinquen** is a community partner; contract for benefits application assistance, **Borinquen** is assigned their own DCF worker to facilitate our clients' applications.

Miami-Dade County Public Schools:

- Agreement to provide portable oral health care to the children of certain elementary and middle schools.

Healthy Start Coalition of Miami-Dade:

- Contract to provide Healthy Start screenings, prenatal care coordination, childbirth and parenting education.

South Florida AIDS Network:

- Contract to provide outpatient medical care and nutrition services.

Mount Sinai:

- Agreement for pregnant **Borinquen** clients to deliver at their facility.

Larkin Hospital:

- Agreement for pregnant **Borinquen** clients to deliver at their facility.

The Village:

- Agreement to provide primary care services to the clients residing in their facilities. **Borinquen** sends a clinical team to these sites on a weekly basis.
- The Village allows direct linkage to substance abuse residential services for **Borinquen** clients.

Better Way:

- Agreement allows direct linkage to substance abuse residential services for **Borinquen** clients.
- Linkage to **Borinquen** to provide primary care, behavioral health, and oral health care to their clients.

Catholic Charities/St. Lukes:

- Agreement allows direct linkage to substance abuse residential services for **Borinquen** clients.
- Linkage to **Borinquen** to provide primary care, behavioral health, and oral health care to their clients.

University of Miami – Miller School of Medicine:

- Agreement whereas **Borinquen** links pregnant women who are HIV infected to health care.
- Agreement to provide health care to **Borinquen** children who are HIV infected.
- Research site for the Department of Psychiatry and Behavioral Sciences.
- Agreement to provide laboratory testing services to **Borinquen** Ryan White Program clients.

AIDS Health Care Foundation:

- Agreement whereas **Borinquen** provides medical case management to clients receiving medical care at AHF.

Lotus Transitional Housing for Women:

- Agreement to provide housing services for **Borinquen** female clients (and their children) that are homeless.
- Linkage to **Borinquen** to provide primary care, behavioral health, and oral health care to their clients.

Little River Senior Center:

- Agreement to provide health screening and education services to their clients.

De Hostos Senior Centers:

- Agreement to provide health screening and education services to their clients.

YWCA of Greater Miami:

- Agreement to provide cervical cancer screenings and clinical breast exams for the clients of their wellness program.

Florida International University:

- Research site for the Department of Health Promotion and Disease Prevention; and the School of Social Work Robert Stemple College of Public Health and Social Work.
- Agreement for Neighborhood Help program: whereas FIU project enhances health and social services of **Borinquen** clients by assigning multidisciplinary teams of students in medically underserved households.

Nova Southeastern University, College of Dentistry:

- Agreement for dental externs to provide oral health care to **Borinquen** clients.

University of Delaware:

- Research site for the Center for Drug and Alcohol Studies.

Carlos Albizu University:

- **Borinquen** is a clinical site for psychology interns.

Avanti Services:

- Agreement to provide parenting, childbirth, and breastfeeding classes in Spanish to **Borinquen** clients.

The Village at Midtown and Buena Vista:

- Provide Sober Housing for **Borinquen** homeless clients in recovery, transitional housing for those exiting a residential treatment program.

Informal Relationships

North Shore Hospital:

- **Borinquen** Obstetrician delivery site.

Advanced Care Diagnostics:

- Special rates are provided for **Borinquen** uninsured clients.

B and G Diagnostics:

- Special rates are provided for **Borinquen** uninsured clients.

Pinnacle Diagnostics:

- Special rates are provided for **Borinquen** uninsured clients.

CDI Imaging:

- Special rates are provided for **Borinquen** uninsured clients.

South Florida Workforce:

- Assist with linking clients for employment services.

Jewish Community Services:

- Assist with linking clients that are in recovery for employment services.

University of Miami – Miller School of Medicine:

- Negotiating provision of specialty care health services for individuals that are HIV infected.
- **Borinquen** to provide medical case management to adolescents transitioning out of UM's HIV pediatric program.

Lindsey Hopkins Technical Education Center:

a. Negotiating so that health science students could rotate through health centers (phlebotomists, dental assistants, medical b

9. Provide the staffing plan to implement the ER and avoidable hospitalization diversion plan

a. ER Health Navigators – and **Borinquen** Navigators- Trilingual individuals with Health education and social services back ground.
b. ARNP and support staff- Post Hospital or ER Discharge Team
c. Primary Care Provider with a team

d. The Post ER Team will be staffed by advanced practice nurses and a patient navigator who will help link patients with **Borinquen** Medical, mental health and/or other community services.
e. Our goal is to have an advanced practice nurses with a mental health background in order to assist in screening for underlying mental health concerns that may drive individuals to seek hospital emergency room services.

Internist	2.00 FTE
Family Practitioner	1.00 FTE
Infectious Disease Specialist	1.00 FTE
Pediatrician	1.50 FTE
Psychiatrist	0.50 FTE
Nurse Practitioner (ARNP)	2.50 FTE
Nurse (RN)	1.00 FTE
Nurse (LPN)	3.00 FTE
Medical Assistants	13.00 FTE
Phlebotomist	1.00 FTE
Patient Health Navigator	3.00 FTE
Referral Specialists	2.00 FTE
Intake Specialists	7.00 FTE
Medical Biller	1.00 FTE
Associate Director – ARNP	1.00 FTE

10. ***How will access to primary care access system services be enhanced by this project?***
Borinquen's proposed project would expand the main health center, create two new health center sites, of which one would develop into **Borinquen**'s chronic disease management center. Accordingly, the project would add 27 examination rooms (or 72,900 available exam room hours), and expand clinic hours by 5,840 per year; the expansion plus the addition of 8.5 new providers and 32 support staff would increase access to health care services to an additional 13,500 individuals and produce 36,000 more patient visits. Finally, implementation of best practices such as improved provider to exam room ratios will lend itself to efficiency and productivity.

The **Chronic Disease Management and After Hours Center** would address the needs of more than 40% of **Borinquen**'s clients. These are the clients whose chronic conditions are uncontrolled and/or the individual is non-compliant (with treatment), factors that contribute to unnecessary emergency room visits or inpatient hospitalizations. Subsequently, a large number of persons that inappropriately utilize the emergency rooms are as a result of poor (or lack) of chronic disease management. Patient case management combined with a multitude of support services which include group classes, group medical visits, and medication management will help reduce unnecessary and avoidable ED visits and hospitalizations. More importantly as a consequence of increased access to chronic disease management in our service areas, **Borinquen** will help reduce health disparities among minority populations.

11. Does the enhancement include hours of operation after 5:00 pm and/or on weekends at existing sites, or the establishment of a new clinic site?

Yes

The Community Emergency Department Diversion to Primary Care Program implements both expanded and extend ours of clinic/health center hours of operation and new clinic sites resulting in an addition of 30 new examining rooms and expanded hours as follows based on peak Emergency Department utilization:

Borinquen main center proposed hours:
Monday through Friday, 8:00am – 5:30pm; Saturday, 7:30am – 2:00pm

Chronic Disease Management and After Hours Center proposed hours:
Monday through Friday, 11:00am – 9:00pm; Saturday, 8:00am – 5:00pm

North Miami health center proposed hours:
Monday through Friday, 8:00am-5:00pm; Saturday, 8:00am – 2:00pm

12. Describe the method used to determine the need for the additional primary care services and/or access expansion.

Analysis Agency for Health Care Administration of Hospital Emergency Department Discharge Data demonstrates and quantifies that there were more than 53,000 avoidable or preventable emergency department visits at the 3 collaborative hospitals in 2009 by residents of the projects service area. These preventable visits cost in excess of $176,085,000.00.

Medical home model: Many agree that Florida's health care system is far too costly and promotes fragmented and episodic care. It clogs the hospital emergency rooms and is significantly challenged by efforts to produce improved health outcomes. This is clearly evident in medically underserved and uninsured populations; and it is especially amplified in minority populations. Florida does not currently have a strategy to control health care costs, ensure greater access, and move the state towards more positive and lasting outcomes and it is widely known that primary care is the least expensive and most effective way to accomplish these goals. Primary care is critical in addressing:

- Disparities in health status and access to health care experienced by low income and/or underserved communities;
- The epidemic of chronic diseases (all preventable) in underserved communities; and

• The requirement that any restructuring in the health care system be designed to address rising healthcare costs by preventing expensive and avoidable emergency room visits and hospitalizations.

Florida does not currently recognize primary care as the anchor of the health care system. If meaningful change is to occur – and it must – the state must commit to investing in primary and preventive care. Clear accountability for what is being done, as well as a focus on achieving results and cost savings, must be principle parts of the focus of this campaign. Safety net providers should not be the recipients of the crumbs of the system.

The **"health care home"** or **"medical home"** has been proven to be an effective model to provide quality care. A growing body of evidence shows that a robust primary care system reduces costs, improves health outcomes, and reduces the disparities on health care that are based on race, ethnicity, and income. We must make primary care a priority if Florida is to have highest quality, most effective health care at the most efficient cost.

In 2009, Florida decided to look closely at the medical home concept through legislation as one way to produce better outcomes and reduce costs. **The Florida Association of Community Health Centers** (FACHC), **The Florida Academy of Family Physicians** (FAFP), and the **Florida Osteopathic Medical Association** (FOMA) has formed the **Florida Primary Care Coalition** (FPCC) to advance this concept in the development of a **Patient-Centered Medical Home** (PCMH) Model for Florida. The FPCC has taken pieces of effective systems from other states and added them to existing, working infrastructure in Florida's current health care system, so as to not re-invent what already works.

Florida and her people can no longer afford to ignore new and innovative approaches to our health care dilemma.

The Health Council of South Florida's *2009 Miami-Dade County Health Report Card* shows zip codes, local and national comparison data. In this report, Miami-Dade continues to compare negatively to the State (631,000 uninsured individuals) and comparable counties nationwide, and **Borinquen**'s main site and West/Central Dade target zip codes especially demonstrated high levels of cardiovascular disease, high diabetes rates and complications from diabetes. Our target zip codes fared worse than the County and Comparable Counties as seen in the *North Miami Dade Health Profile*. This report used hypertension hospital admission as the proxy for cardiovascular disease rates. For our target zip codes, located within the Biscayne Corridor, the rate is 220.4/100,000; for Miami-Dade County the rate is 122.0/100,000 and for the comparable counties the rate is 69.9/100,000 population. Long-term diabetes complication discharge rate for populations over age 18 was used as proxy for determining disease rates. Miami-Dade County's diabetes rate is 122.0/100,000

compared to comparable counties' rate of 141.0/100,000. Likewise, twenty-five percent of the State's HIV cases were reported in Miami-Dade County. Furthermore, the *2009 Miami-Dade County Health Department's surveillance data* indicates that **Borinquen's targeted zip codes demonstrate the greatest prevalence of both HIV and AIDS cases within the county**.

Miami-Dade has a large Black population, a group that has historically experienced health disparities. As per the *Racial Health Disparities in Miami-Dade County, Black Community Forum – Health Council of South Florida, 2008;* the **leading causes of these disparities are: disease incidence and prevalence, detection and diagnosis, access to care, and engagement and retention in treatment.**

Borinquen's service areas include the underserved communities of Wynwood, Allapattah, Melrose, Little River, Little Haiti, Little Havana, North Miami, Brownsville, Overtown, Sweetwater, and West Dade. These communities are deemed **Medically Underserved Areas/Populations** designated by the Health Resources and Services Administration **(HRSA)** as having: too few primary care providers, high infant mortality, high poverty and/or high elderly population. Several of the aforementioned service areas are also located in **Targeted Urban Areas** (TUA), these are areas which are traditionally the most under-served and underdeveloped neighborhoods in Miami-Dade County; TUA's that fall in **Borinquen**'s service areas are: Little Haiti, Overtown, Model Cities, Brownsville, Liberty City, North Miami, West Little River, and portions of the 27th Avenue Corridor. Lastly, the communities of West Little River and Melrose are also considered **Neighborhood Revitalization Strategy Areas (NRSA),** a program created by the Department of Housing and Urban Development (HUD) to revitalize an area that is a community's most distressed.

13. Describe the proposed disease management program.

a. Borinquen's objectives include a program that maintains the health of the patients and reducing the need for acute interventions. A Chronic disease management programs are a means of supporting these objectives. The program objectives will include short-term goals, such as increasing the proportion of diabetic patients receiving treatment according to recommended protocols. The project will provide increased access to regular, non-emergency health care through specialized clinics to address chronic diseases. The clinic will be staffed by a team composed of 1 Family Medicine Practitioner, and HIV Specialist, ½ Psychiatrist, 1 and 1/2ARNPs, an RN, an LPN and 8MAs. This team will provide monthly assessments and intervention to members of the team not at goal. Individuals who are controlled will be scheduled every 3 months. In addition there will be opportunities to participate in group visits for

controlled and for uncontrolled patients. The Group visits will target patients of all ages with similar chronic problems, such as diabetes or coronary artery disease. They will focus on interactive discussions related to patient self-management and education. These visits will also incorporate other members of the team such as Nutrition, Podiatry, Endocrinology, Nephrology, Pulmonology, and Psychiatry depending on the chronic disease being addressed. There will also be team meetings with all members of the team to review individual or problem cases.

b. Patients will be required to get their lab work done in advance of the visit. Resulting in fewer phone calls and unproductive visits.
c. A key part of our process is sending out a pre-planning letter to patients scheduled for a chronic disease visit. The letter serves as an appointment reminder and encourages the patient to obtain recommended lab work before the visit and to bring all medications to the visit. Individualized medical care will take place in a private room near the meeting room. A physician encounters patients individually, allowing up to five minutes per patient, while a nurse takes vital signs and other measurements for the rest of the participants. Approximately 30 minutes should be allocated for collecting patient data and conducting individual sessions; the rest of the time should be spent addressing group concerns, providing educational material and answering participants' questions. These groups may meet monthly or quarterly, depending on need.
d. Topics, such as medication management, stress management, exercise and nutrition, and community resources, may be suggested by the group facilitator or by patients, who raise concerns, share information and ask questions Providers and patients work together to create behavior-change action plans, which detail achievable and behavior-specific goals that participants aim to accomplish by the next session. Once plans are set, the group discusses ways to overcome potential obstacles, which raises patients' self-efficacy and commitment to behavioral change.
e. Patients will be referred from a number of internal and external sources. There will be regular contact with patients either by phone or email. Uncontrolled patients will have monthly visits, others can opt to participate quarterly and phone contact monthly

14. What specific conditions are you proposing to include in your DM program?

Asthma,
Diabetes
Cardiovascular Disease
HIV/AIDS
Schizophrenia
Schizo-affective
Bi-Polar Disorders

15. Describe how your disease management patients will be identified,

Patients will be identified in the following manner;
1) Internally by ICD9 codes
2)Analysis of population based data out of our EMR through QUICK which stands for Quality and Utilization Informatics for Clinician Knowledge. QUICK is a clinician-driven web-based clinical informatics tool QUICK integrates and aggregates patient data from multiple practice management and EHR modules including laboratory, chart documentation, and medication orders to facilitate reporting across a number of clinical measures.
3) Internal and external referrals by their primary care providers and Hospital Emergency Departments

16. Describe outreach processes and how enrollees will be recruited and enrolled in the DM program

1) Patients will be informed about the program during their visit to their primary.
2)Patients will also be contacted by the health navigator based on list pulled from our EMR of patient with chronic conditions.
3) Patients will also be introduced to the program in the ER by the health navigator
4) Patients with avoidable hospitalizations referred from Jackson , will be contacted and introduced to the program

17. What methods and frequency of contact will be utilized to engage and intervene with DM participants?

This team will provide monthly assessments and intervention to members of the team not at goal. Individuals who are at goal will be scheduled every 3 months. In addition there will be opportunities to participate in group visits for both set of patients.
Patients will have regular contact – either in person, by phone or email – with the appropriate provider will help to manage the chronic care needs.

18. Describe the number and qualifications of staff who will supervise and provide DM interventions

a. ARNP- Planned visits, Group visits, Controlled visits and uncontrolled visits. Deliver disease management optimizing control by following evidence based guidelines and medical algorithms dictated by PCP and Specialists. The ARNPs are able to focus time and skills on the review and analysis of patient data, implementation of the medication intensification protocols, patient education, and coaching and counseling patients to motivate and empower them for self-care behaviors The ARNPs also worked collaboratively with the primary care physician and other members of the interdisciplinary team, which may include other specialty services providers, health navigator, and psychologist to address specific patient care needs.
b. LPN- Will see each patient briefly to assess the need for and complete when necessary: (a) a comprehensive foot exam; (b) a depression screen; and (c) immunizations. Lab orders and referrals are completed by these support staff prior to the visit, according to standing orders and manage the pt registry Use patient flow sheets to organize planned interactions,
c. MA– appointments and Obtain Vitals as well as prepare patients for exams
d. Primary care Provider- Direct Care and address other concerns
e. Health Educator or Navigator- Provides education and link to necessary services
f. Nutritionist- Nutritional Education

Additionally, there will be monthly interventions by other specialty care providers such as, Endocrinology, Nephrology, Pulmonary, and Psychiatry. All staff will be engaged in the chronic care model, this will allow us to better able to identify patients who have chronic diseases and seize opportunities to care for them, even at non-planned visits. For example, our front desk staff can develop systems to identify patients with scheduled appointments who have chronic diseases. For example for Diabetics, Medical assistants can developed a protocol to have all patients with diabetes remove their shoes and socks at each visit, and they set out the monofilament device before the physician enters the room, which reminds the physician to conduct a foot exam. Triage nurses use prescription refill requests to identify those who have not been seen recently, and they notify the case manager to make appointments for these patients and order appropriate lab work.

19. Describe information management system capabilities to document interventions and progress

Through the use of SAGE Intergy, our Electronic Health Record software we are able to document point of care for each patient and have real time progress reports through a specialized program name Quality and Utilization Informatics for Clinical Knowledge. Utilizing this software we are able to show all measures of progress by patient as well

as trends and benchmarks for chronic disease management, i.e. Diabetes, Hypertension, Anticoagulation, Mammography, etc.

Community Access Referral System's patient screening, verification, and coverage eligibility determination and application system powered by TransUnion Healthcare will be implemented at Borinquen and integrated with the same system which is already in use at Jackson Health System.

Agency for Health Care Administration Hospital and Emergency Department Discharge Data will be obtained from each participating hospital on a quarterly basis for analysis and interpretation. Quarterly progress reports will be provided in collaboration with Nova Southeastern University.

20. Identify providers other than the applicant who will participate or partner in this project, and explain how each will contribute to the success of the project.

Jackson Health Systems, Jackson Memorial Hospital & Jackson North:

- Borinquen will collaborate with Jackson to reduce potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.
- Borinquen will collaborate with Jackson to reduce potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided
- Borinquen will collaborate with Jackson to expand Borinquen's primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.
- Borinquen will collaborate with Jackson to expand Borinquen's Primary care access through expanded service hours (e.g., evening or weekend hours) to provide for diversion from Jackson emergency departments.
- Borinquen will collaborate with Jackson to expand Borinquen's disease management programs to provide for increased self-management and adherence to treatment plans and self-management goals for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and other conditions which result in unnecessary Jackson emergency department visits.
- Borinquen will refer patients that require Jackson's specialty and ambulatory diagnostic services with appropriate documentation
- Borinquen will abide by established and communicated Jackson's referral guidelines and policies and procedures
- Borinquen will educate patients' on Jackson's financial and referral policies

- Borinquen will track results of diagnostic services and referrals via Jackson's electronic health records
- Jackson will provide access to specialists and ambulatory diagnostic services for Borinquen patients. Ambulatory services include, but are not limited to: General Radiology, Nuclear Medicine, Ultrasound, CT, MRI, and Mammography.
- Services will be available on a sliding fee schedule for Borinquen patients in accordance with Jackson's financial eligibility system.
- Results of all Jackson ambulatory diagnostic and referrals services will be facilitated to Borinquen via electronic or other means of communication
- Both parties shall strive to ensure the delivery of integrated, seamless, and coordinated services to residents of Miami-Dade county that utilize the services of each party
- Whichever agency performs the basic intake and enrollment for a patient will remain the patient's primary care provider unless a change is noted
- Borinquen and Jackson will release and exchange information as appropriate for the delivery of eligible services
- Each will provide appropriate information and support to each other to improve the quality of care and coordination of services to patients.

North Shore Medical Center:

- Borinquen will collaborate with North Shore to reduce potentially avoidable emergency room visits by *developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency* care services and provide care coordination and referral to primary care providers.
- Borinquen will collaborate with North Shore to reduce potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided
- Borinquen will collaborate with North Shore to expand Borinquen's primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.
- Borinquen will collaborate with North Shore to expand Borinquen's Primary care access through expanded service hours (e.g., evening or weekend hours) to provide for diversion from North Shore emergency departments.
- Borinquen will collaborate with North Shore to expand Borinquen's disease management programs to provide for increased self-management and adherence to treatment plans and self-management goals for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and other conditions which result in unnecessary North Shore emergency department visits.
- Borinquen will refer patients that require North Shore's specialty and ambulatory diagnostic services with appropriate documentation
- Borinquen will abide by established and communicated North Shore's referral guidelines and policies and procedures

- Borinquen will educate patients' on North Shore's financial and referral policies
- Results of all North Shore ambulatory diagnostic and referrals services will be facilitated to Borinquen via electronic or other means of communication
- Both parties shall strive to ensure the delivery of integrated, seamless, and coordinated services to residents of Miami-Dade county that utilize the services of each party
- Borinquen and North Shore will release and exchange information as appropriate for the delivery of eligible services
- Each will provide appropriate information and support to each other to improve the quality of care and coordination of services to patients.

South Florida AIDS Network:

- *Contracted to provide outpatient medical care and nutrition services.*
- *Special rates are provided for **Borinquen** uninsured clients.*

FIU

- *Agreement for Neighborhood Help program: whereas FIU project enhances health and social services of **Borinquen** clients by assigning multidisciplinary teams of students in medically underserved households.*

21. Explain how patients will obtain needed diagnostic and laboratory services not provided directly by the applicant including access to specialists.

*Currently Borinquen has an agreement with Jackson where **Borinquen** refers clients for specialty services.*

Borinquen has also developed relationships with a number of diagnostic centers in the area which provide services to our clients at a discounted price.

***Borinquen** Provides lab services to our clients in our in-house lab and through Quest Laboratory.*

22. Describe care coordination capability to provide members with support and assistance with obtaining needed care and services from specialists, community agencies and other services as needed.

Currently Borinquen has a referral department which coordinates services with Jackson and other specialty services in the community. We have Medicaid Eligibility specialist, Outreach and Case Management services in house. This program would allow us to strengthen those departments and increase the number of individuals we serve. We also plan to house monthly specialty care clinics with other specialty care providers such as, Cardiology, Infectious Disease, Endocrinology, Nephrology, Pulmonary, and Psychiatry.

23. Describe the staffing plan to implement disease management and care coordination activities.

Internist	2.00 FTE
Family Practitioner	1.00 FTE
Infectious Disease Specialist	1.00 FTE
Pediatrician	1.50 FTE
Psychiatrist	0.50 FTE
Nurse Practitioner (ARNP)	2.50 FTE
Nurse (RN)	1.00 FTE
Nurse (LPN)	3.00 FTE
Medical Assistants	13.00 FTE
Phlebotomist	1.00 FTE
Patient Health Navigator	3.00 FTE
Referral Specialists	2.00 FTE
Intake Specialists	7.00 FTE
Medical Biller	1.00 FTE
Associate Director – ARNP	1.00 FTE

24. How will patients obtain needed pharmaceuticals on regular bases if chronic conditions require ongoing medications?

Borinquen's main health center site offers an in-house pharmacy, additionally, the new chronic disease management and after hours center will include a pharmacy (this site will deliver prescriptions to clients that utilize the North Miami site) within the facility. Both pharmacies offer 340b discount pricing to uninsured clients. Borinquen's providers will attempt to prescribe generic medications as much as possible when appropriate as an effort to make medications affordable for patients. Lastly, the patient health navigators and medical case managers will assist with applications for Patient Assistance Programs. Commonly referred as PAPs, patient Assistance Programs are services offered by pharmaceutical companies for those who cannot afford their medication. PAPs are available to low-income individuals or families who are underserved or uninsured and are provided to those that meet the guidelines. **Borinquen** providers and teams have extensive knowledge on how to enroll patients into the multitude of programs available.

25. Describe your capability to serve minority and culturally diverse populations and service members with non-English languages and other communication barriers

Borinquen offers its services to individuals throughout the Miami-Dade community and our primary service areas include Wynwood, Allapattah, Melrose, Little River, Little Haiti, Little Havana, North Miami, Brownsville, Overtown, Sweetwater, and West Dade. These areas are made up primarily of Hispanic, Haitian, and Black-American residents and they make up **Borinquen**'s target population. ***The racial, cultural, and linguistic composition of the Borinquen staff reflects the socio-demographic characteristics of the community.***

We have bilingual ***Spanish-English*** and ***Haitian Creole-English***, specifically, of our 156 current staff members, 104 (67.7%) are Hispanic or Latino, 50 or 32.2% are African-American, Black or Haitian and 2 (3.8%) are White, not of Hispanic origin and 140 ***(90%) of our staff are bi- or tri-lingual.*** Cultural diversity and language ability crosses all departments and levels of the organization. **Borinquen** is truly an organization whose staff reflects the population we are serving.

In addition to our diverse staff, **Borinquen** maintains all its signage, patient information and health education in three languages; Spanish, Creole and English.

26. Describe how you will identify and address health care diversity issues as well as health care literacy barriers.

Borinquen follows the National Standards on Culturally and Linguistically Appropriate Services (CLAS). The principles and activities of culturally and linguistically appropriate services are integrated throughout the organization. The CLAS mandates are current Federal requirements for all recipients of Federal funds 9Standards 4, 5, 6, and 7).

Standard 1
Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

Standard 2
Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.

Standard 3
Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

Standard 4
Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

Standard 5
Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

Standard 6
Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

Standard 7
Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

Standard 8
Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

Standard 9
Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

Standard 10
Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

Standard 11
Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

Standard 12
Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

Standard 13
Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

Standard 14
Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

Borinquen sites promote a holistic health care model, integrating religion and spirituality, culture and medical pluralism.

27. Describe methods for tracking, documenting and reporting on participant activities, service events, interventions and outcomes.

At the point of care all patient measures are tracked by the provider or clinical staff in our Electronic Health Record (Intergy). Intergy provides guideline driven care for preventive measures and treatment protocols. Through clinical flow sheets within Intergy providers are able to view a patient's progress and treatment effectiveness. Providers are able to document multiple problems for a single visit; track recommended routine tests such as mammography, and use health reminders and alerts for preventive treatments.

28. Describe measures and data sources that you will use to evaluate the effectiveness of each initiative comprising your project in the following areas:

a. ***Decreasing avoidable ER and IP admissions (e.g., increased number visits to a clinic by population that would otherwise have been treated in the emergency room).*** Prospective data and retrospective Emergency Department discharge data will be collected from each participating hospital. Participating Hospitals will provide copies of their AHCA Emergency Department Discharge Data each quarter to the Research and Evaluation Team. A data warehouse will be established which will utilize EHR data, referral data, and patient tracking data in order to measure, analyze and report the following:

i. Number of people diverted from a hospital emergency room to a clinic prior to receiving services at the emergency room;
ii. Number of people referred from a hospital emergency room for follow-up care after being treated in the ER;
iii. Number of people referred from a hospital emergency room to a primary care provider;
iv. Number and percent of ER admissions without a subsequent admission with a follow-up appointment with a provider within 14 days of the ER event date;
v. Number of hospital inpatients referred for follow-up care or referred to a primary care provider upon discharge from the hospital;

Nova Southeastern University in collaboration with the participants will provide an independent assessment of outcome achievements in ED Diversions. The New York University Emergency Department Algorithm and other metrics will be utilized to establish baselines and measure progress of the diversion program.

Emergency Department discharge data from the three primary service area hospitals, Jackson Memorial, Jackson North and North Shore, will be analyzed to identify the target population. The first cohort of participants will be identified according to baseline criteria:

3) Ambulatory Care Sensitive (aka. Primary Care Sensitive) emergency department visits
4) Based on a New York University algorithm that codes ED visits as:
   a) **Non-emergent**
   b) Emergent but **primary care treatable**
   c) Emergent, ED needed but **preventable/avoidable**
   d) Emergent, ED needed, not preventable/avoidable
   e) Other (injuries, mental health, substance abuse, etc.)

The preliminary baseline analysis of 2009 Agency for Health Care Administration Emergency Department Discharge data applying the algorithm has identified **53,585 ED visits by residents of the service area which fall into categories a-c.** Category a) Non-emergent cases (22,952 ED visits) and b) Emergent but primary care treatable (23,524 visits) and c) Emergent, ED needed but preventable/avoidable (7,108 visits), **these patients will be the first targeted for enrollment and will receive outreach, primary care education services and an initial appointment and registration at Borinquen.** Patients falling into category e) will be screened for appropriateness for referral to behavioral health programs at Borinquen or Jackson.

The preliminary baseline analysis of AHCA data estimated the ED costs alone for these service area specific patient visits at the three participating hospitals, exceeded **$310**

million in 2009. Greater than 50% of those visits and costs were preventable or avoidable.

- Jackson Health Systems (Jackson) and North Shore Medical Center (North Shore) Emergency Department (ED) discharge data will be analyzed for the proceeding three months. The ED data will be analyzed to identify individuals which, according to the diversion algorithm, could have been more appropriately treated by **Borinquen or other primary care providers.** Those identified individuals that reside in Borinquen's service area zip codes and that were identified as inappropriately accessing ED services (e.g. non-emergent, primary care treatable, or preventable/avoidable visits) will be targeted for enrollment in the Diversion Program.
- **Borinquen's** personal health navigator within Jackson Memorial Hospital's ED, Jackson North's ED, and North Shore's ED, will also collect primary data for inclusion in the data warehouse.

*b. **Coordinating Services***

An inter-agency/provider workgroup will be established to create a monitoring and measurement tool to evaluate the efficiency and effectiveness of the coordination of providers and services. The measurement of service coordination will also include an evaluation by Nova Southeastern University.

*c. **Improving patient adherence with self care measures***

A principle component of chronic disease management is education, not only for the patient, but also for the families of those who wish to participate in the educational portion of the program. Borinquen's staff will also be available for questions by phone and email for any additional support needed. Borinquen will have routine contact with the patients by email and phone. Additionally, patients will be provided with status reports upon entering the program. Report cards will be created for each patient which will include baseline clinical and self management criteria, clinical data, as well as goals and objectives. The report cards will be reviewed at each visit with the clinical staff.

Borinquen will analyze its internal data and electronic health record data to identify and track those patients that have chronic conditions related to high ED utilizations like Asthma, Diabetes, Cardiovascular Disease, HIV/AIDS, or mental health disorders. **Borinquen** will track those patients prospectively and report changes in ED and IP hospital use rates and rates of treatment compliance.

*d. **Improving adherence with clinical practice guidelines***

Providers will receive routine education and updates. Borinquen's Goal is to deliver disease management optimizing control by following **evidence based guidelines and medical algorithms** dictated our team of Provider and Specialists

e. ***Member Experience and Satisfaction***

Patient satisfaction surveys will be administered to the patients on a regular basis to assess the benefits of the program and incorporate suggestions for improvement.

29. Describe data collection and reporting capabilities including systems and staffing resources

Data collection is done at the point of service through our Electronic Health Record or Practice Information software (Intergy). Our full time Data Analyst has the capability to report on all clinical and demographic data by utilizing reporting software called Practice Analytics. Practice Analytics is our clinical intelligence tool that gives our organization the information needed to drive successful outcomes for our patients and practice. We are able to view key performance dashboards, write custom reports, ad-hoc reports, and generate worksheet style formatted reports exported directly to Microsoft Excel or Microsoft Access.

Borinquen employs a staff of 3 IT staff members. The Computer specialist and Data analyst both report to the Director of Information. The Director of IT is responsible for all network and systems infrastructure including the EHR and Practice Management system. The Computer Specialist is responsible for the maintenance of the system hardware and peripheral devices throughout the entire network. The computer specialist is also responsible for overall system training and technical support assistance. The data analyst is responsible for business and clinical data collection and reporting. The data analyst is responsible for configuring and maintaining validity within the EHR/Practice Management System to measure analytical outcomes.

Nova Southeastern University, Institute of Child Health Policy and their analyst, Cheng Wang, M.A., M.S., will also serve on the data collection and reporting team.

30. Identify the source of your local match. Provide a letter of commitment from the local match fund source. Local match has historically come from Counties, Taxing Districts and other State Agencies, other sources such as monies from foundations or donations for the purpose of serving as the state share are subject to CFR 433.50 – 433.74 and must be approved by Centers for Medicare and Medicaid prior to

execution of a Letter of Agreement between the entity and the Agency. This approval process may result in a delay of project implementation.

Source of Matching funds is Miami-Dade County. Please refer to attachment III, the Miami-Dade Legislative Item, File Number: 100483; resolution providing funds to expand access to primary care. Actual commitment letter to be provided once scope of the project is approved.

PLEASE SEE ATTACHMENT III

Please attach an itemized budget for your project. Keep in mind that if you are awarded a project grant, your financial reporting will be compared to this budget during the year.

PLEASE SEE ATTACHMENT I

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
LIP Funding Summary
Dec 2010 - June 2011

Funding By Source		LIP Period Dec-Jun 2011 Biscayne Corridor
Total LIP Project	$	1,500,000
Sources of Funding:		
Match Capital Funding LIP	$	331,829
Federal Capital Funding LIP		800,000
Federal Operations Funding LIP		172,450
State Operations Funding LIP		195,721
Total Funding LIP	$	1,500,000

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Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
LIP Capital Plan
Dec 2010 - June 2011

	LIP Period Dec-Jun 2011 Biscayne Corridor	Main Site 3601 Federal, Miami	Chronic Disease Center 38th St., Miami	North Miami Clinic 125th and NE 7th
Uses of Funds:				
Cost of Renovations	$ 1,548,711	$ 1,000,000	$ 248,711	$ 300,000
Sources of Funds:				
Miami-Dade Bonds (required for match)	$ 331,829	$ 330,000		
Miami-Dade Bonds (additional)	168,171	170,000		
Federal - CIP Grant	248,711		248,711	
LIP Grant	800,000	500,000		300,000
Total Sources of Funds	$ 1,548,711	$ 1,000,000	$ 248,711	$ 300,000

Notes:

Cost of Renovations - Three sites will be improved to add capacity. All projects have blueprints and are shovel ready. Contractors have been selected and the construction phase will take approximately three months. Construction costs were estimated by professional contractor cost estimators.

Borinquen's main site located at just North of downtown Miami will be renovated to add nine (9) examination rooms, nursing stations, and doctor work stations. Funds will be used to remodel areas of the second, third, and fourth floors of this six story facility. Non-clinical staff will be relocated from these floors to make room for the expanded clinical facilities. Miami-Dade bonds will be used in conjunction with LIP funds for this site.

Borinquen's site located in Miami's Design District. This 3,000 square foot facility will be renovated to add eight (8) examination rooms, consultation rooms, waiting areas, and a pharmacy. This site is essentially an annex to the main site and is located within walking distance. Funding of the construction and equipment for this site is being covered by the Federal Capital Improvement Program (CIP).

Borinquen has entered into a ten year lease at 3,000 square foot facility located in downtown North Miami. This site is locate in census tract 2.08, a low income area that is medically underserved. LIP funds will be used to add ten (10) examination rooms, consultation rooms, waiting areas, and a pharmacy at this location.

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Operating Statistics:					
Number of Exam Rooms Added	27	27	9	8	10
Number of New Users Served	3,400	13,500	1,500	6,000	6,000
Number of Encounters	11,000	36,000	8,000	12,000	16,000
Number of Clinic Hours	2,420	5,840	440	2,700	2,700
Number of Available Exam Room Hours (270 Clinic Days)	29,700	72,900	24,300	21,600	27,000
Number of Providers	8.50	8.50	1.00	3.00	4.50

Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

				LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
				Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Operating Expenses:								
Salaries	FTE (LIP)	FTE (YR)	Salary Rates	LIP Term Salary	Annual Salary	FTE	FTE	FTE
Physicians:								
Internist	1.00	1.00	$ 160,000	$ 67,000	$ 160,000	1.00		
Family Practitioner	1.00	2.00	130,000	54,000	260,000			2.00
Infectious Disease	1.00	1.00	175,000	73,000	175,000		1.00	
Pediatrician	0.75	1.50	130,000	40,500	195,000			1.50
Psych	0.50	0.50	180,000	38,000	90,000		0.50	
Nurse Practioner (ARNP)	2.50	2.50	80,000	83,000	200,000		1.50	1.00
Total Providers	6.75	8.50		$ 355,500	$ 1,080,000	1.00	3.00	4.50
Nurse RN	1.00	1.00	$ 65,000	$ 27,000.00	$ 65,000.00		1.00	
Nurse LPN	3.00	3.00	33,000	41,000	99,000	1.00		2.00
Medical Assistants	13.00	13.00	24,000	130,000	312,000	1.00	8.00	4.00
Laboratory	1.00	1.00	24,000	10,000	24,000		1.00	
Navigators	3.00	3.00	38,000	48,000	114,000	3.00		
Referral Specialists	2.00	2.00	26,000	22,000	52,000	2.00		
Intake Receptionist	7.00	7.00	24,000	70,000	168,000	1.00	3.00	3.00
Biller	1.00	1.00	39,000	16,000	39,000	1.00		
Assoc. Director ARNP	1.00	1.00	80,000	33,000	80,000	1.00		
Total Support	32.00	32.00		$ 397,000	$ 953,000	10.00	13.00	9.00
Total Salaries & Wages	38.75	40.50		$ 752,500	$ 2,033,000	11.00	16.00	13.50
Fringe Benefit		21.0%		$ 158,025	$ 426,930			
Total Personnel Expense				$ 910,525	$ 2,459,930			
Medical Related Costs		$ 7.31		80,000	263,000	58,000	88,000	117,000
Rent				40,000	96,000	-	59,000	37,000
Utilities				8,000	18,000	-	9,000	9,000
Security				20,000	48,000	-	48,000	-
Maintenance				2,000	4,000	-	2,000	2,000
Facility Total				70,000	166,000	-	118,000	48,000
Office/ Admin.				63,000	90,000	20,000	30,000	40,000
Total Other Than Salary Expense				$ 213,000	$ 519,000			

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Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	**Biscayne Corridor**	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Total Annual Expense	$ 1,123,525	$ 2,978,930			

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Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th
Revenues:	**LIP Term Revenue**	**Annual Revenue**	Payer Mix	Payer Mix	Payer Mix
Medicaid	$ 262,500	$ 1,950,000	35%	35%	50%
Medicare	63,000	336,000	5%	10%	10%
Private Insurance	33,000	164,000	3%	5%	5%
Self Pay	394,500	565,600	57%	50%	35%
Total Patient Revenue	$ 753,000	$ 3,015,600	100%	100%	100%
LIP Grant Revenue	$ 370,000	$ -			
Total Revenue	$ 1,123,000	$ 3,015,600			
Direct Operating Profit (Loss)	(525)	36,670			

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Attachment I

Borinquen Health Care, Inc.
LIP Proposal Expansion Plan - Biscayne Corridor
Project Sustainabilty Plan
Annual Recurring Operating Expense Budget

	LIP Period Feb-Jun 2011	Total Annual	Main Site	Chronic Disease Center	North Miami Clinic
	Biscayne Corridor	Biscayne Corridor	3601 Federal, Miami	38th St., Miami	125th and NE 7th

Project Sustainability Plan:

Recurring operations will be sustained by patient revenues. The revenue budget was derived using Borinquen's payer mix experience and expected medicaid, medicare, and self pay per visit rates. As a Federally Qualified Health Center, Borinquen receives the medicaid PPS rate which is designed to recover actual cost on average. Given the level of medicaid eligible users, the revenues derived will be sufficient to cover the incremental operating costs of this project. Additional Federal funds will be sought to augment the project.

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the_____ day of _____2011, by and between Miami-Dade County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2010-2011, passed by the 2010 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $335,837.

a) The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large, all as more specifically detailed in Section 10 of this Agreement.

b) The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:

i. Medicaid, Low Income Pool payments for the expansion of primary care services to low income, uninsured individuals by:

1) Reducing potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.

2) Reducing potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided.

3) Expansion of primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.

4) Expansion of Primary care through expanded service hours (e.g., evening or weekend hours).

5) Initiatives to increase self-management and adherence to treatment plans and self-management goals through the availability of disease management services for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and high cholesterol.

ii. Projects will be required to report qualitative and quantitative data relating to the various initiatives. Initiatives can include any or all of the following services. Some examples:

• Hospital Emergency Room (ER) and In Patient (IP) diversion initiatives:
- Number of people diverted from a hospital emergency room to a clinic prior to receiving services at the emergency room;

- Number of people referred from a hospital emergency room for follow-up care after being treated in the ER;
- Number of people referred from a hospital emergency room to a primary care provider;
- Number and percent of ER admissions without a subsequent admission with a follow-up appointment with a provider within 14 days of the ER event date;
- Number of hospital inpatients referred for follow-up care or referred to a primary care provider upon discharge from the hospital;

- Clinic services expansion initiatives:
  - Number of additional persons by payer source (uninsured, Medicaid etc.) seen and visits as a result of the LIP grant;
  - Additional hours of operation funded by the LIP grant;
  - Determination of what treatment choice a person would have made if the LIP-funded clinic or service was not available - for example, would the patient have accessed an emergency room, accessed another primary care clinic, or foregone care.
  - Summary of services rendered

- Disease management initiatives:
  - Number of people participating (enrolled and engaged) persons by payer source (uninsured, Medicaid, etc.) in each DM program funded by the LIP project;
  - Data showing the relative adherence of DM program participants with established clinical practice guidelines (e.g., HbA1c testing, LDL-C screening, etc) and self-management activities (e.g., daily weights of CHF)
  - Information showing the impact on hospital inpatient and outpatient utilization by DM program participants
  - Ensure that DM program activities do not duplicate existing Medicaid DM program services for Medicaid recipients.

2. The County will pay the State an amount not to exceed the grand total amount of $335,837. The County will transfer payments to the State in the following manner:

   a. A payment of $335,837 by June 25, 2011

   b. The State will bill the County when payment is due.

3. The full enhanced FMAP is in effect for the first six months of SFY 2010-11. Any payments made by the Agency on or after January 1, 2011, will be eligible for the step-down enhanced FMAP. The County only has authority to fund the State share in the amount of $335,837. The County does not have funding authorization for any change in the State share required as a result of a reduced FMAP. Therefore if funding is not adequate due to the FMAP change, the State will reduce the rate to the level funded by the County.

4. Timelines: This agreement must be signed and submitted to the Agency no later than June 22, 2011, to be effective for SFY 2011. Award agreements not executed by the June 22, 2011 deadline may be re-awarded to another applicant.

5. The anticipated distribution for Miami-Dade Borinquen Health Center for State Fiscal Year 2010-2011 is $1,500,000.

6. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.

7. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.

8. With the exception of Miami-Dade County Resolution No. R-383-10, and the agreements incorporated therein, the County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non- Medicaid, non-uninsured, and non-underinsured activities

9. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

10. The County and the State agree that, pursuant to Resolution No. R-383-10 adopted by the Board of County Commissioners of Miami-Dade County (Attachment 1), Borinquen Health Center, in accordance with the approved LIP project and specifically section 1. b) i. 3) of this agreement, shall be required to spend no less than $335,837 of the $1.5 million distribution to fund capital expenses incurred for the renovation of the facility at 3601 Federal HWY, Miami, Florida, to increase the number of patient exam and treatment rooms available for Miami-Dade County's Medicaid and uninsured population. If the State fails to remit an amount equal to or greater than $335,837 to Borinquen by June 29, 2011, the State shall remit to the County $335,837 no later than June 30, 2011, which amount shall be paid in a single lump sum payment and without further invoice, notice or demand. Borinquen, not the County, shall provide the reporting data described in Section 1.b.

11. This Letter of Agreement covers the period of July 1, 2010 through June 30, 2011.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Miami-Dade County	State of Florida
_____	_____
Signature	Phil E. Williams Assistant Deputy Secretary for Medicaid Finance, Agency for Health Care Administration
_____	
Name	
_____	
Title	

Attachment **"C"**

MIAMI-DADE COUNTY

BORINQUEN HEALTH CARE CENTER, INC.

and

_____,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____ 1, 2011

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____1, 2011 by and between BORINQUEN HEALTH CARE CENTER, INC., a Florida not-for-profit corporation ("Borinquen"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and BankUnited, as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Agreement by and between the County and Borinquen dated _____, 2011, Borinquen is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $335,837 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the renovation of Borinquen's main clinic facility located at 3601 Federal Highway in Miami (the "Main Clinic"), for the sole purpose of increasing health care facilities in Miami-Dade County; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited under this Escrow Agreement, it is necessary for Borinquen and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Borinquen in consideration of the foregoing and the mutual covenants set forth in this Escrow Agreement, does transfer to the Escrow Agent and to its successors, all right, title and interest in and to $335,837 on deposit with the Escrow Agent to be held in trust and to be disbursed solely in accordance with this Escrow Agreement.

ARTICLE 1

ESTABLISHMENT OF ESCROW FUND; DEPOSIT; DISBURSEMENTS

Section 1.1 Creation of Escrow Deposit Trust Fund and Deposit of Moneys. Prior to the date hereof or simultaneously with the execution and delivery of this Escrow Agreement, subject to the terms and conditions of this Escrow Agreement, and to the extent not inconsistent with the terms of this Escrow Agreement, Escrow Agent's customary applicable procedures as set forth in Escrow Agent's Depositor's Agreement, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Borinquen Grant Proceeds Miami-Dade County Escrow Fund (the "Escrow Fund") to be held by the Escrow Agent and accounted for separate and apart from other funds of Borinquen and, to the extent required by law, of the Escrow Agent, to which Borinquen has caused to be deposited $335,837 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Borinquen will provide the Escrow Agent with all information and will execute and deliver all IRS forms, sufficient to enable the Escrow Agent to comply with its tax reporting obligations. The Escrow Agent will have no duties or responsibilities under this Escrow Agreement until the Escrow Fund is funded, except to establish the Escrow Fund on its records and be ready to receive the Escrow Funds. There shall be no subsequent deposits of funds to the Escrow Fund by Borinquen or the County after the initial deposit of $335,837 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with written instructions executed by Borinquen and the County. Before any disbursements are made from the Escrow Fund, Borinquen and the County shall provide the Escrow Agent with the names and signature specimens of the authorized signatories and corporate resolutions reflecting that such individuals are authorized to act on behalf of Borinquen and the County and such other information that the Escrow Agent may reasonably request for each and the form of the requisition to accompany each written disbursement request. The Escrow Agent shall not make nor shall the Escrow Agent be required to make, any disbursements except in strict compliance with this section.

(b) After the Escrow Agent has disbursed all of the $335,837 and all outstanding fees and expenses of the Escrow Agent have been paid, all remaining moneys in the Escrow Fund shall be transferred to the County.

(c) In the absence of joint written instructions pursuant to Section 1.2(a) hereof, the Escrow Agent shall retain the balance of the Escrow Fund until the Escrow Agent shall have received a final binding non-appealable order of a court with jurisdiction over the matter directing the Escrow Agent to make a disbursement of the Escrow Fund, together with a written opinion of counsel, in form and substance reasonably acceptable to the Escrow Agent stating that the court order is a final determination of the rights of the parties with respect to the Escrow Fund, that the time to appeal from said order has expired and that said court order is binding upon the applicable parties.

ARTICLE 2

CONCERNING THE ESCROW AGENT

Section 2.1 Duties of Escrow Agent. The Escrow Agent shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Escrow Agreement, and no covenant or obligation shall be implied in this Escrow Agreement on the part of the Escrow Agent. The Escrow Agent makes no representation as to obligations of the County under any ordinance or resolution.

Section 2.2 Liability of Escrow Agent.

2.2.1 The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees or expenses for services rendered by the Escrow Agent under this Escrow Agreement.

2.2.2 The Escrow Agent shall not be liable for any loss or damage, including counsel fees and expenses, resulting from or in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of moneys held under this Escrow Agreement or the proceeds of such moneys or any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any other action, omission or error under this Escrow Agreement, except for any loss or damage arising out of its own bad faith, gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Escrow Agent shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by Borinquen and the County.

Notwithstanding anything to the contrary contained in this Escrow Agreement, in no event shall Escrow Agent be liable for loss profits or consequential, special, indirect or punitive damages even if Escrow Agent has been advised of the possibility of the foregoing.

2.2.3 The parties agree that the Escrow Agent shall have no liability for loss arising from any cause beyond its control, including, but not limited to, any delay, error, omission or default in any mail, telephone, or wireless transmission, the acts of any governmental agency, or any delay, error omission in connection with the remittance of funds.

Section 2.3 Fees, Expenses and Indemnification.

2.3.1 Borinquen shall pay to the Escrow Agent for its performance under this Agreement such compensation as may mutually be agreed upon in writing.

2.3.2 Borinquen shall indemnify and exonerate, save and hold harmless the Escrow Agent from and against any and all claims, demands, expenses (including counsel fees and expenses) and liabilities of any and every nature which the Escrow Agent may sustain or incur or which may be asserted against the Escrow Agent as a result of any action taken or omitted by the Escrow Agent under this Agreement without bad faith, gross negligence or willful misconduct. At any time, the Escrow Agent may apply to Borinquen and the County for written instructions with respect to any matter arising under this Escrow Agreement and shall be fully protected in acting in accordance with such instructions. In addition, the Escrow Agent may, as reasonably necessary, consult counsel to Borinquen or its own counsel, at the expense of Borinquen, and shall be fully protected with respect to any action taken or omitted in good faith in accordance with such advice or opinion of counsel to Borinquen or its own counsel. This Section 2.3.2 shall survive the termination of this Escrow Agreement.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments to this Agreement. This Agreement is made for the benefit of the Borinquen and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Borinquen, the County and the Escrow Agent.

Section 3.2 Tax Liability. The parties acknowledge that with respect to any federal, local or state tax liabilities arising hereunder, Escrow Agent's sole responsibility shall be to prepare and deliver a Form 1099 (or such other information returns generally applicable to financial institutions). Borinquen agrees to indemnify and hold harmless the Escrow Agent from and against any tax liability, interest, fine, penalty, cost or expense (including counsel fees and expenses) assessed against the Escrow Agent for any reason (except for Escrow Agent's individual income tax liability) as a result of its actions hereunder.

Section 3.3 Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements in this Escrow Agreement contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 3.4 Agreement Binding. All the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of Borinquen, by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so

expressed or not. Borinquen and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.5 Termination. Resignation and Removal of Escrow Agent.

3.5.1 This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made. The provisions of Section 2.2 and 2.3 shall survive termination of this Agreement.

3.5.2 The Escrow Agent may evidence its intent to resign by giving written notice to Borinquen and the County. Such resignation shall take effect only upon delivery of the proceeds of the Escrow Fund to a successor Escrow Agent designated in writing by Borinquen and the County, and the Escrow Agent, upon doing so, shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities in connection with this Escrow Agreement. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Borinquen and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Borinquen and the County may evidence its intent to remove the Escrow Agent by giving written notice to the Escrow Agent. Such removal shall take effect only upon delivery of the Escrow Fund to a successor Escrow Agent designated in writing by Borinquen and the County, and the Escrow Agent shall be discharged from all obligations under this Escrow Agreement and shall have no further duties or responsibilities. The Escrow Agent shall deliver the proceeds of the Escrow Fund without unreasonable delay after receiving Borinquen's and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.4 If after thirty (30) days from the date of delivery of its written notice of intent to resign or of Borinquen's and the County's notice of intent to remove, the Escrow Agent has not received a written designation of a successor Escrow Agent, the Escrow Agent's sole responsibility shall be in its sole discretion either to retain custody of the proceeds of the Escrow Fund and apply the proceeds of the Escrow Fund in accordance with this Escrow Agreement without any obligation to reinvest any part of the proceeds of the Escrow Fund until it receives such designation, or to apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent and after such appointment to have no further duties or responsibilities in connection with this Escrow Agreement.

3.5.5 Any entity surviving the merger or consolidation of the Escrow Agent with another entity or any entity to which all or substantially all of the corporate trust assets of the Escrow Agent have been sold or assigned, shall automatically succeed to the rights and obligations of the Escrow Agent under this Escrow Agreement.

Section 3.6 Execution by Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 3.7 Notices. Any notice, instruction, request for instructions or other instrument in writing authorized or required by this Escrow Agreement to be given to either party shall be deemed given if addressed and mailed certified mail to it at its offices at the address set forth below, or at such other place as such party may from time to time designate in writing.

(a) if to the County, at:

County Mayor
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128
Telephone: (305) 375-5311
Telecopy: (305) 375-1262

With a copy to:

Miami-Dade County, Florida
Office of Capital Improvements
111 N.W. First Street, Suite 2130
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2363
Telecopy: (305) 372-6130

(b) if to Borinquen, at:

Robert E. Linder, C.E.O.

Borinquen Health Care Center, Inc.

3601 Federal Highway

Miami, FL 33137

Tel. (305) 576-6611

Fax. (305) 576-0008

With a copy to:

Jorge A. Duarte, Esq.

5975 Sunset Drive, Ste. 601

South Miami, Florida 33143

Tel. (305) 358-2400

Fax. (305) 667-9739

(c) if to Escrow Agent:

BankUnited

6075 Sunset Drive

Miami, Florida 33143

Attention: Branch Manager

with a copy to

BankUnited
14817 Oak Lane
Miami Lakes, Florida 33016
Attention: Office of General Counsel

Section 3.8 All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities are contained in this Escrow Agreement and the Escrow Agent is not expected or required to be familiar with the provisions of any other agreement by and among the parties and the Escrow Agent shall not be charged with any responsibility or liability in connection with the observance or non-observance by anyone of the provisions of any such agreement.

Section 3.9 This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction of any state or federal courts located within the State of Florida, Miami-Dade County and irrevocably agree that all actions or proceedings arising out of or relating to this Escrow Agreement shall be litigated in such courts. The parties further waive any right to a trial by jury with respect to any lawsuit or legal proceeding arising out of or relating to this Escrow Agreement.

Section 3.10 If any party to this Escrow Agreement is unable to perform its obligations under the terms of this Escrow Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Section 3.11 This Escrow Agreement constitutes the entire agreement and sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party.

Section 3.12 No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise or the exercise of any other right, remedy, power or privilege and no waiver shall be valid unless in writing and signed by the party or parties to be charged.

Section 3.13 The section and paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of any section or paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY

By: _____

BORINQUEN

By: _____

Name Escrow Agent

By:_____

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BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM ADMINISTRATIVE RULES

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ARTICLE I - GENERAL CONDITIONS

SECTION 1. BACKGROUND

These administrative rules govern the implementation by Miami-Dade County (the "County") of its Building Better Communities General Obligation Bond Program as established by Ordinance No. 05-47 (the "Ordinance").

SECTION 2. SCOPE

These administrative rules have been prepared to address the administration and allocation of funds for the projects and programs identified in the Building Better Communities General Obligation Bond Program ("BBC GOB Program"). In addition to the funding of Projects specifically listed in the BBC GOB Program, eligible projects may be funded through the process described in these administrative rules with monies from four (4) funds. The funds are the Historical Preservation Fund, the Economic Development Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Health Care Facilities Fund (collectively, the "Funds").

SECTION 3. GENERAL

All recipients of funding for specific projects identified in the BBC GOB Program and for projects approved for funding from one of the Funds are required to follow these administrative rules. Failure to do so may lead to disqualification.

Additional copies of the administrative rules and/or application materials may be obtained by contacting the County Executive Office. All inquiries, correspondence and applications for the BBC GOB Program should be addressed to:

Miami-Dade County
County Executive Office
111 NW 1 Street
Suite 2910
Miami, Florida 33128
Attention: Director, Office of Capital Improvements

or to a Department or agency of Miami-Dade County, serving as the County Mayor's Designated Representative.

SECTION 4. DEFINITIONS

The following is a list of terms and definitions that are used in these administrative rules:

"Acquisition" means the act of obtaining real property and/or capital assets or interests and rights in real property and/or capital assets by various legal means to serve public purposes.

"Applicant" means a Public Agency, not-for-profit organization, Municipality or other entity eligible to participate in the BBC GOB Program, which submits a Funding Application Package to the County.

"Application" means the process described in these rules to make a formal request for Funding Allocation which remains open until the execution of a Grant Agreement or Interlocal Agreement, as the case may be, or a decision by the County not to provide a Funding Allocation.

"Application Submission Period" means a formally announced period of time for the submission of a Funding Application Package in a given Funding Cycle.

"Authorizing Resolutions" mean Resolution Nos. R - 912-09, R - 913-09, R - 914-09, R - 915-09, R - 916-09, R - 917-09, R - 918-09 and R - 919-09, as each may be amended from time to time.

"Board of County Commissioners" or **"Board"** means the legislative and the governing body of the County.

"Community-Based Organization" or **"CBO"** shall refer to any not-for-profit 501(c)(3) agency, group, organization, society, association, partnership or individual whose primary purpose is to provide a community service designed to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.

"County" means Miami-Dade County, Florida.

"County Mayor" or **"Mayor"** means the head of the administrative branch of the County government or his/her designated representative.

"Development" means the act of physically improving an area, facility, resource or site to increase its ability or capacity to serve the public.

"Designated Projects" means the specific Projects listed in Appendix A to each of the Authorizing Resolutions for inclusion in the BBC GOB Program.

"Fixtures, Furniture and Equipment" or "FF&E" means 1) Fixtures - items that are permanently affixed to the building or property, i.e., doors, bathroom stalls, A/C units, etc.; 2) Furniture - indoor furnishings needed to allow proper use of a building, i.e., desks, chairs, tables, workstations, etc.; and 3) Equipment - non-consumable tangible property with a life of at least one year that is directly related to the funded project, such as bleachers for courts, audio/visual equipment for community rooms, computers for computer labs, portable basketball goals for gymnasiums, etc.

"Fund Projects" means the specific Projects approved by the Board pursuant to these administrative rules for a Funding Allocation from one of the Funds.

"Funding Allocation" means (i) the total amount of Building Better Communities General Obligation Bond funds approved by the Board for use by a Recipient for a specific Project as set forth in the Authorizing Resolutions; or (ii) the total amount approved by the Board from a Fund for use by a Recipient for a specific Project.

"Funding Application Form" means the base application form provided by the County Mayor or County Mayor's designee to be completed by the Applicant and submitted as part of a Funding Application Package.

"Funding Application Package" means the complete submittal package required by these administrative rules and submitted by an Applicant for a Project. (See Article II, Section 2).

"Funding Cycle" means the time between the opening of an Application Submission Period and the approval by the Board of the Projects to receive a Funding Cycle Allocation.

"Funding Cycle Allocation" means the amount of the Building Better Communities General Obligation Bond funds approved by the Board in a given year for use by a Recipient for implementation of a Project pursuant to these administrative rules.

"Funds" means any and/or all of the following four funds included in the BBC GOB Program to address grant requests for Fund Projects: the Economic Development Fund, the Historical Preservation Fund, the Not-for-Profit Community Organization Capital Fund and the Primary Healthcare Facilities Fund.

"Grant Agreement" means an executed grant agreement between the County and a Recipient (other than a grant to a Municipality or Public Agency, which grant will be evidenced by an executed Interlocal Agreement) setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"Interlocal Agreement" means an executed grant agreement between the County and a Recipient that is a Municipality or Public Agency setting forth mutual obligations regarding a Funding Cycle Allocation and/or Funding Allocation for a Project.

"LEED" refers to *Leadership in Energy and Environmental Design* and means an ecology oriented building certification under a program sponsored by the U.S. Green Building Council.

"Match" means cash committed by the Recipient, as stipulated in the approved Grant Agreement or the Interlocal Agreement, as the case may be, to complement funding awarded from the BBC GOB Program.

"Municipality" means a political unit, such as a city, town, or village, incorporated for local self-government within the confines of Miami-Dade County.

"Ordinance" means the Building Better Communities General Obligation Bond Ordinance No. 05-47.

"Pre-Agreement Expenses" means eligible expenses identified in Article III, Section 1(B) of these rules incurred by a Recipient for accomplishment of a Project prior to full execution of a Grant Agreement or an Interlocal Agreement, as the case may be.

"Project" means each Designated Project or Fund Project, as the case may be, approved by the County for a Funding Allocation.

"Public Agency" or **"Public Agencies"** means an agency or agencies or administrative division or divisions of the United States government, the State of Florida, the County, or any Municipality within the County.

"Recipient" means an entity receiving a Funding Allocation.

"REMI Model" means a simultaneous equations econometric model developed by REMI Inc. and suitable for estimating the dynamic economic impacts of real property and other capital investments in Miami-Dade County.

"Soft Costs" means real and verifiable expenditures for administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.), imposed fees (e.g., permit processing fees) and those costs NOT related to construction material, labor, equipment or construction sub-contractors. Soft Costs for the purpose of this Program are classified by the following three areas:

- Project Administration - administration, project management (not related to construction supervision), indirect costs (accounting/purchasing/personnel, etc.) and imposed fees (e.g., Professional Services Agreement selection/permit processing fees). Project management related to construction supervision is not considered a soft cost; and
- Planning Services - Master Plan development and approval and feasibility studies; and
- Design Services - schematic design, design development, construction documents, bidding or negotiation and as built drawings.

Construction supervision and/or inspection are not considered Soft Costs. All costs associated with land acquisition such as: appraisals, due diligence, cost of land, project administration related to land purchase, legal fees, etc. are not part of the Soft Costs.

"Strategic Area" means geographic areas identified as the Opa-locka Executive Airport property and designated adjacent areas, the Civic Center/Medical District area, the Port of Miami, the Kendall-Tamiami Executive Airport and designated adjacent areas, and the Homestead Air Force Reserve Base and designated adjacent areas. The boundaries of these areas are identified in Exhibit L to these Administrative Rules.

"Targeted Urban Areas" or **"TUA"** means the geographical communities which have been designated by the Board and defined in the County Code of Ordinances Article VI Sec.30A-129(2).

"UMSA" means Unincorporated Municipal Service Area of the County, for which the County provides municipal services. Projects occurring within areas defined as UMSA are subject to the same administrative rules as any other project seeking Building Better Communities General Obligation Bond funding, regardless of the entity involved in the Project.

ARTICLE II – FUNDING PROCEDURES

SECTION 1. FUNDING CYCLES; APPLICATION SUBMISSION PERIODS

An Application Submission Period may be established on a periodic basis or a Funding Allocation may be awarded to a Recipient by the Board on a case by case basis. Each Project may be awarded a Funding Cycle Allocation during one or more Funding Cycles.

Eligible entities must apply for these Funding Cycle Allocations. A Grant Agreement or Interlocal Agreement between the County and the Recipient, as the case may be, implements the Funding Cycle Allocations.

If an Application Submission Period is opened, the Funding Application Package shall be delivered on or before the last day of the announced Application Submission Period. The County may announce an additional Application Submission Period if funds remain or become available after the preceding Application Submission Period is complete. Each Application Submission Period and other pertinent application information shall be publicly announced in newspapers of general circulation in the County at least one (1) month prior to the deadline for submission of the Funding Application Package, unless otherwise waived by the Board.

Funding Application Packages for Projects under the Economic Development Fund program will be evaluated on a case by case basis, and may be submitted for review by the County Mayor or the County Mayor's designee at any time as long as funding under this Fund is available.

Final grant award of Funding Allocations pursuant to an Application Submission Period are subject to approval by the Board.

SECTION 2. FUNDING APPLICATION

An Applicant must submit a complete Funding Application Form in order to be eligible to receive a Funding Allocation award. A complete Funding Application Package means one that meets all the requirements of the Ordinance and these administrative rules and is supported by proper documentation required by these administrative rules. The Funding Application Package shall consist of:

1) Completed Funding Application Form.

2) Completed line item budget. The line item budget must be submitted with budget justifications for the Construction and Fixtures, Furniture and Equipment line items. The justification should provide detailed descriptions of the project elements. Reimbursement for Fixtures, Furniture & Equipment is contingent upon prior inclusion and approval of these expenses in the Grant Agreement or Interlocal Agreement, as the case may be. (See Article III, Section 1(C), and for Projects under the Economic Development Fund Program, Article II, Section 3(B)1).

3) Letter(s) of commitment for matching funds that complement the Funding Allocation request as may be required by the Application.

4) Projected completion date for the Project and if the Project will be constructed in phases, the completion date of each phase.

5) Project location map.

6) For Development Projects, certification of ownership of a site by the Applicant or evidence of land tenure sufficient to satisfy the County that the Project may be developed on the designated site.

7) Written evidence (resolution or other legally required documentation), which at a minimum: (i) authorizes the execution of the Grant Agreement or the Interlocal Agreement, as the case may be; (ii) commits the Applicant to complete the Project; (iii) as applicable, commits the

Applicant to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law; and (iv) provides that the Funding Allocation shall not be used in substitution of other capital project funding available to the Applicant.

8) Any other documentation that the Board may require from time to time.

An Applicant may request funding for a major Project in phases. Each phase shall constitute a distinct portion of the proposed Project. Each Applicant requesting funding for a Project in phases shall commit to completing the Project as defined in the Grant Agreement or the Interlocal Agreement, as the case may be, unless otherwise modified by approval of the Board in accordance with these rules and the Ordinance.

In the event an applicant intends to submit a request for pre-agreement reimbursement, the applicant shall comply with Article III, Section 1(B).

SECTION 3. ELIGIBILITY REQUIREMENTS

A) Designated Projects

Eligibility requirements for Applicants:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation. Comply with the County's Administrative Order 3-15.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality or Public Agency based in Miami-Dade County.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Designated Project shall be situated.
- Financially stable including financial commitments to complete the Designated Project.

B) Fund Projects

1. Funds Objectives

The Economic Development Fund (the "EDF") is a component of the Building Better Communities Bond Program and is available for the purpose of providing infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs. The EDF includes $75 million that is available countywide and $15 million that is specifically focused on the County's designated Targeted Urban Areas. Eligible uses of the EDF include but are not limited to: infrastructure funding for road construction, water and sewer lines, fencing, sidewalks, entryways, lighting, and handicap accessibility; acquisition of land or buildings subject to certain limitations and to be evaluated on a case-by-case basis; new construction or renovation of buildings subject to certain limitations and to be evaluated on a case-by-case basis; and construction or acquisition of parking lots and structures subject to certain limitations and to be evaluated on a case-by-case basis. Ineligible uses of the EDF include but are not limited to: working capital; furniture and fixtures; office equipment; and other non-capital related expenses.

The Historical Preservation Fund, the Primary Healthcare Facilities Fund and the Not-for-Profit Community Organization Capital Fund are a component of the Building Better Communities General Obligation Bond initiative for the purpose of funding projects that support the County's historic preservation, primary healthcare, and community agency infrastructure needs. These are capital projects that improve the quality of life for the County's citizens, enhance medical facilities, rehabilitate historic properties, save irreplaceable historic venues, and serve as a catalyst for preserving and protecting Miami-Dade County's future. Medical institutions, historically and culturally significant properties, and Community-Based Organizations needing capital funds for construction, renovation, and expansion of facilities within the community that meet the criteria for the following programs may be eligible for assistance from these funds.

2) Program Descriptions and Criteria

a) Economic Development Fund.

The Economic Development Fund includes $75 million that is available for "game changing" projects. The primary objectives of this program are to provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs by providing incentives that catalyze private sector investments, accelerate job creation, and attract capital investments with a strong potential to transform the local economy in ways that strengthen the economy's capacity for innovation and commercialization of scientific advancements, expand leadership in local industry clusters such as Aviation and Aerospace, Financial and Professional Services, Homeland Security and Defense, Information Technology, Life Sciences, and International Trade and Global Commerce, and/or produce job opportunities. These industry clusters exist in the Strategic Areas (see Exhibit L attached to these Administrative Rules). This component of the Economic Development Fund is referred to as Project No. 124. No more than $15 million or less than $10 million may be allocated to any single entity or project.

The Economic Development Fund also includes $15 million that is specifically available for projects in the County's designated Targeted Urban Areas to spur economic development and attract new businesses in order to create jobs. This component of the Economic Development Fund is referred to as Project No. 320. No more than $3 million from Project 320 may be allocated to any single Targeted Urban Area.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Economic Development Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Owner or lessee of residential or commercial property located within Miami-Dade County on which the Economic Development Fund Project will be situated.
- Demonstrated financial capacity and financial commitments using other non-County sources to complete the Economic Development Fund Project.

b) Historic Preservation Fund

This program includes $10 million and is intended to provide matching funds to private property owners, private nonprofit organizations, and municipal government agencies for the acquisition, relocation and rehabilitation of designated historic properties, or properties eligible for designation as a historic property or as a contributing historic district property, which has applied for such a designation within Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Historic Preservation Fund are:

- Active and duly registered Florida not-for-profit 501(c)(3) corporation.
- Active and duly registered Florida for-profit corporation or recognized business entity.
- Municipality entity or Public Agency based in Miami-Dade County.
- Owner of residential or commercial property located within Miami-Dade County.
- Individually listed as municipal, County, State or National Register of historic property located in Miami-Dade County.
- Contributing Property within a designated municipal, County, State or national historic district located in Miami-Dade County.
- Property determined eligible for listing as an individual historic site or as a contributing historic district property, and which has applied for such designation, in a Municipality, County, State or National Register, and located within Miami-Dade County.
- Those listed in any Request For Proposal's related to this Fund.

c) Not-for-Profit Community Organization Capital Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of life of Miami-Dade County by delivering needed services. The $30 million allocated to this fund recognizes the importance and continuing contributions that these organizations make to the future of Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Not-for-Profit Community Organization Capital Fund are:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.

- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.
- Those listed in any Request For Proposal's related to this Fund.

d) Primary Healthcare Facilities Fund

The objective of this fund is to build and sustain the capability and capacity of the not-for-profit sector and support entities that enhance the quality of primary healthcare within Miami-Dade County by delivering needed services. The $25 million allocated to this fund recognizes the importance and continuing contributions that these organizations, and the care that they provide, make to the future of Miami-Dade County.

Eligibility Requirements for Applicants:

Notwithstanding eligibility requirements for applicants set forth in any other section of these administrative rules, the eligible applicants for the Primary Healthcare Facilities Fund are:

- Legally incorporated 501(c)(3) not-for-profit organization lacking access to government sources of capital funding.
- Demonstrable financial stability.
- Organization's mission is consistent with goals identified in the Miami-Dade County Strategic Plan.
- Demonstrate ownership of or intent to purchase a facility.
- Letter of Commitment confirming the resources necessary to accomplish the project.
- Architectural/engineering study and/or equipment specifications and professional cost estimate.
- Two (2) year management and budget plan for the facility.
- Those listed in any Request For Proposal's related to this Fund.

SECTION 4. ELIGIBILITY DETERMINATION AND EVALUATION

A) Economic Development Fund – Project 124

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may consult with the following entities to assist in the review of the Funding Application Package:

- Department of Housing and Community Development
- Coalition of Chambers of Commerce
- Task Force on Urban Revitalization
- Miami-Dade Economic Advocacy Trust
- Beacon Council
- Greater Miami Chamber of Commerce
- Dade League of Cities

1. Eligibility Requirements for Projects

- Grant awards under Project 124 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, and support economic development activities and attract new businesses having the potential to create a significant number of permanent jobs in Miami-Dade County; and
- Economic development projects supported with Project 124 funds must demonstrate long-term economic benefits to Miami-Dade County in spurring future economic growth through an analysis of local economic and County fiscal impacts over a 20-year time period using a Miami-Dade County REMI model or an equivalent economic impact model widely available and professionally accepted among economists for economic and fiscal impact analysis.

Development projects that are LEED certified will receive additional consideration in the evaluation process commensurate with the level of LEED certification in order to provide an incentive to build energy efficient facilities and reduce CO_2 emissions.

2. Special Conditions Regarding Reimbursements

- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a maximum cap of $15 million and a minimum amount of $10 million.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants in excess of $5 million would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Annual benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks in accordance with IRS rules and regulations governing the issuance of tax exempt bonds. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.
- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation, by submitting a resolution seeking award of grant funds, and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be.

B) Economic Development in Targeted Urban Areas Fund – Project 320

1. Eligibility Requirements for Projects

- Grant awards under Project 320 must be used for public infrastructure, including parking structures, public facilities and other improvements subject to certain limitations and evaluated on a case by case basis, within the boundaries of the County's Targeted Urban Areas.
- The infrastructure improvements must support economic development and attract new businesses in order to create jobs in the Targeted Urban Areas.
- The project must include private sector investment and leverage public bond monies with other funding sources.
- The project must create a significant number of jobs that are available to residents of a Targeted Urban Area.

2. Special Conditions Regarding Reimbursements

- No more than $3 million of reimbursements can be allocated within any one Targeted Urban Area.
- The grant may reimburse up to 100 percent of public infrastructure costs per project, but subject to a cap of the lesser of $3 million or the total amount of grant funding available within such Targeted Urban Area.
- Actual grant funds would be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs and subject to funding availability and compliance with federal tax laws.
- Grants would be disbursed over no more than a 5 year period from the date the public infrastructure improvements are completed when taxable bonds are issued to fund such public infrastructure improvements. If tax-exempt bonds are issued for the public infrastructure improvements reimbursements for such public infrastructure improvements will be disbursed over no more than a three year period from the date of the expenditure but in no case later than 18 months from the date the public infrastructure project is placed in service.
- Benchmarks for required non-infrastructure capital investments in a Project will be established and specified in the Grant Agreement, and disbursement of grant funds would be subject to attainment of said benchmarks. A clawback provision in the event that established benchmarks are not met subsequent to disbursement of grant funds shall be included in the Grant Agreement. The Grant Agreement shall require that the grant recipient provide collateral securing the clawback provision. The collateral may include, but shall not be limited to, any instrument such as a personal guarantee, performance bond, restrictive covenant, or any other collateral as

appropriate. A prorated grant disbursement may be allowed when actual project investment falls short of benchmarks.

- As a condition of the grant award for public infrastructure improvements, the grant recipient agrees as a matter of contract to the application of Section 2-11.16 of the Code on the portion of the project that is specifically tied to EDF-funded public infrastructure improvements.

3. Determination and Evaluation

The County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package and may recommend to the Board an award of a Funding Allocation by submitting a resolution seeking award of grant funds and approval of the terms of a Grant Agreement or Interlocal Agreement, as the case may be. The County Mayor or the County Mayor's designee may convene a committee of members of the Task Force on Urban Economic Revitalization, community leaders and/or economic development experts to assist in the review of Project 320 grant applications. Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law.

C) Determination and Evaluation of Applications for Other Funds

If an Application Submission Period is established, then following closure of the Application Submission Period, the County Mayor or the County Mayor's designee will review and evaluate each Funding Application Package for funding eligibility or ineligibility. The County Mayor or the County Mayor's designee may use entities such as the following to assist him in the review and may create Project Review Committees.

Historic Preservation Fund

- Dade Heritage Trust
- Historic Preservation Board

Not-for-Profit Community Organization Capital Fund

- Alliance for Human Services
- Dade Community Foundation

Primary Healthcare Facilities Fund

- Office of Countywide Health Care Planning

Any such entity shall adhere to protocols specified under Administrative Order No. 3-31 and Florida law. Funding Allocations for eligible projects may be recommended to the County Mayor or the County Mayor's designee by the Project Review Committee. The County Mayor or the County Mayor's designee and the Project Review Committee may determine that a Funding Application Package be classified as:

a) **Ineligible.** Declaration that the Project identified in a Funding Application Package is ineligible.

b) **Conditionally Eligible.** Declaration that a Project is eligible for funding upon satisfaction of specified conditions.

c) **Eligible.** Declaration that a Project identified in a Funding Application Package is fully eligible.

Funding Application Packages determined to be Eligible or Conditionally Eligible shall be reviewed and competitively evaluated to recommend Funding Allocations. A listing of all Funding Application Packages shall be presented to the Board by the County Mayor or the County Mayor's designee in the form of a Resolution stating the eligibility determination, presenting the funding recommendations of the County Mayor or the County Mayor's designee based on the competitive evaluation and seeking approval for the award of a Funding Allocation and the disbursement of funds. In the event that an award of a Funding Allocation to a Conditionally Eligible Recipient is approved by the Board, staff shall verify that all conditions precedent have been satisfied prior to executing a Grant Agreement or an Interlocal Agreement, as the case may be.

ARTICLE III – GRANT ADMINISTRATION

SECTION 1. FUNDING ALLOCATION ADMINISTRATION & REIMBURSEMENT POLICY

A) Grant Agreement or Interlocal Agreement

1) As a condition of award of a Funding Cycle Allocation, the County and the Recipient shall enter into a Grant Agreement or an Interlocal Agreement, as the case may be, which sets forth the responsibilities and duties of each regarding administration of the approved Project and approved Funding Cycle Allocation.

2) The Grant Agreement or the Interlocal Agreement, as the case may be, shall specify the following and shall incorporate such other terms and conditions as may be required by particular circumstances:

a) A Project Narrative/Description of Project, including location of Project, and beginning and end dates;

b) An overall budget for the final Project, identifying additional sources of revenue;

c) A Funding Cycle Allocation and Funding Allocation line item budget (proposed use of BBC GOB funds);

d) If the Recipient is a Community-Based Organization or other entity (not a Municipality or Public Agency), a letter of commitment of matching funds validly executed committing the organization to raise any additional capital funds necessary to complete the Project, and committing to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the Recipient's Board of Directors or governing entity;

e) If the Recipient is a Municipality or Public Agency, a letter of commitment of matching funds validly executed committing the organization to appropriate capital funds necessary to complete the Project and to provide operating, maintenance and programming funds upon completion of the Project, all as authorized and approved by the governing board of such Municipality or Public Agency;

f) Certification of ownership, or evidence of lease or other use agreement for a minimum un-expired term of 25 years;

g) Business plan and/or operating pro-forma, defining and identifying strategies to address the impact the Project will have on the organization's operational structure; and

h) A list of consultants that will be involved in the development of the Project (e.g., Owner's project manager(s), Architecture and Engineering team, Specialty Consultants, Developers, General Contractor or Construction Manager, etc.) as they become

available.

B) **Pre-Agreement Expenses.** The incurring of Pre-Agreement Expenses by a Recipient creates no obligation on the County to execute a Grant Agreement or Interlocal Agreement, as the case may be, or otherwise satisfy those expenses. However, prior to the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, a Recipient may incur eligible Pre-Agreement Expenses and then after the effective date of the Grant Agreement or Interlocal Agreement, as the case may be, be reimbursed for those costs, provided that:

1) The costs and activities are funded as part of the Funding Allocation award and are in compliance with the requirements of the Ordinance and these rules.

2) For those Projects funded by bond proceeds from bond sales subsequent to the sale of the Series 2005 Bonds, reimbursement of Pre-Agreement Expenses is limited to those Pre-Agreement Expenses incurred one (1) year prior to the first day of the Application Submission Period, unless previously approved by the Board. Pre-Agreement Expenses in the case of Economic Development Fund projects are limited to those Pre-Agreement Expenses incurred one (1) year prior to the application for an Economic Development Fund award.

3) The Recipient has notified the County Mayor or the County Mayor's designee in writing of the intent to submit eligible Pre-Agreement expenses for reimbursement within 30-days of a Grant Agreement or Interlocal Agreement being executed. Recipients shall send a letter addressed to the County Mayor or the County Mayor's designee for review and approval of eligible expenses.

C) **Payment.** Recipients are paid allocated funds subject to the following conditions:

1 **BBC GOB Program Administration.** Not more than one percent (1%) of the value of each Funding Allocation award may be earmarked for all costs incidental to the administration of the BBC GOB Program.

2 **Timing.** With the exception of eligible Pre-Agreement Expenses, Project costs eligible for reimbursement shall be incurred between the effective date of, and the Project completion date identified in, the Grant Agreement or the Interlocal Agreement, as the case may be.

3) **Soft Cost Limits.** Project Soft Costs for Planning Services, Design Services and Project Administration, as defined in Article 1 Section 4, "Soft Costs", are eligible for funding provided that bond proceeds utilized to pay for such costs do not exceed seventeen percent (17%) of the total bond proceeds allocated to a given Project. This limitation may be waived by the Board. Where a major Project is funded in phases, this cost limit may not necessarily apply to each individual Project phase, but must apply to the Funding Allocation for the Project.

In order for GOB project to effectively comply with the Sustainable Building Ordinance (Ordinance 07-65), the amount eligible for reimbursement for project soft costs will be increased from 17% to 20% to accommodate both the costs of green building design, commissioning and pre-certification services in accordance with the Sustainable Buildings Ordinance and Implementing Order 8-8. For those projects where it is not practical to attain

certification, design services can be employed to implement design interventions that on the average will result in an estimated payback of up to 10 years. Typical categories of payback include, but are not limited to, energy efficiency, water efficiency, productivity and operations, and maintenance.

4) Recipients will implement their own procurement process; however, they shall comply with all applicable Federal, State and local laws and regulations, including the County ordinances and regulations.

5) Recipients are responsible for managing the day-to-day operations of Funding Cycle Allocation supported activities, and maintaining communications with the County Mayor or the County Mayor's designee regarding the Project. Recipients must monitor Funding Cycle Allocation supported activities to assure compliance with the Ordinance, these rules, the Grant Agreement or Interlocal Agreement, as the case may be, and all applicable Federal, State and local requirements.

6) Payments to the Recipient may be withheld at any time that the Recipient fails to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be. Funds withheld for failure to comply with the terms of the Grant Agreement or the Interlocal Agreement, as the case may be, but without suspension of the Funding Cycle Allocation shall be released to the Recipient upon subsequent compliance. Recipients will not be required to reimburse the County for payments already received by the County unless the Recipient fails to acquire, purchase, construct, develop and/or operate the Project for the purpose described in the Funding Application Package or is otherwise in default under the Grant Agreement or Interlocal Agreement.

7) Recipient's must complete the authorized signature form (Exhibit A).

8) a. In general, payment shall be made on a reimbursement basis. A Funding Cycle Allocation Recipient may submit a Request for Advance Payment form (Exhibit B) for review and approval by the County Mayor or the County Mayor's designee. Approved Recipients may receive an advance payment no more that 180 days in advance of the allocation schedule approved by the Board, for up to 25% of the value of the Funding Allocation for the subject Project.

b. However, in accordance with the guidelines reflected below, the County Mayor or the County Mayor's designee may, on a case-by-case basis and at his sole discretion, consider advance payment of up to 90% of a Municipality's Funding Allocation for a specific project. Upon the decision by the County Mayor or the County Mayor's designee that a request for advance payment of up to 90% of a Municipality's Funding Allocation for a specific Project will be considered, the guidelines below will be applied consistently and in their entirety.

Conditions under which a Municipality may receive up to 90% of its Funding Allocation for a subject Project:

- A Municipality must not owe money to the County and the County must not have any outstanding claims against the Municipality;
- Project activity to date is proceeding on-schedule;
- Construction schedules are being updated on a monthly basis and all required

documentation has been submitted to Miami-Dade's Office of Capital Improvements (OCI);

- The Municipality must have contract(s) in place to complete the Project and no outstanding claims or disputes can exist between the Municipality and their contractors on the Project; and
- Municipality payments to contractors, subcontractors and suppliers are being made timely.

Field Evaluations will be conducted on a case-by-case basis by Miami-Dade's Office of Capital Improvements (OCI) and will include items such as:

- Field audit determination that the Project is on-schedule including physical construction; and
- Follow-up field audit inspections will be performed by OCI to ensure Project completion:

OCI will submit a written recommendation to the County Mayor or County Mayor's designee to approve any disbursement under these provisions. The Municipalities will be required to execute a supplemental agreement acknowledging these terms.

Safeguards/Corrective Actions to be implemented by the County in case of non-compliance by a Municipality with the BBC-GOB Program Administrative Rules or if satisfactory progress is not being maintained will include:

- Funding for municipal or other GOB-funded Project projects to be performed by the subject Municipality will be withheld;
- The County will ask to be reimbursed the amount given to the Municipality as part of the Grant Agreement and/or withheld funds due to the Municipality from other County funding sources such as PTP; and
- If the Municipality refuses to reimburse the County the amount due under the Grant Agreement, the County may employ all available means to recover the subject funds up to and including litigation.

The aforementioned safeguards will be implemented by the County in Cases of non-compliance. All conditions shall be a part of all Interlocal Agreements with a Municipality. All existing Interlocal Agreements will be amended to include the provisions referenced above and all new Interlocal Agreements will likewise include these provisions.

Any disbursement of funds under these provisions will be reported to the Board.

c. All advance payments received by a Recipient shall be maintained in a separate interest bearing account and may not be commingled with other funds. All advances and interest earned must be fully accounted for. The Recipient shall submit evidence of interest earned to the County with any subsequent reimbursement request. The amount of interest earned shall be deducted from such subsequent payment to the Recipient. If at any time the amount of interest earned is greater than the reimbursement request the Recipient shall submit payment to the county an amount equal to the interest earned less the reimbursement request. Upon the County's receipt of the payment and any required supporting documentation from the Recipient, the reimbursement request may be paid. Checks must be

made payable to Miami-Dade County Board of County Commissioners and forwarded to the County Executive Office.

9) Recipients must submit reimbursement/payment requests no later than quarterly. If a Recipient is unable to submit a reimbursement/payment request by the quarterly deadline, a written justification indicating the reason for the delay and expected submission date is required to be submitted by the deadline. Failure to comply with this requirement shall render the Recipient in non-compliance with the Administrative Rules and may result in reduction or forfeiture of payment, at the discretion of the County Mayor or the County Mayor's designee. Failure to submit two consecutive requests shall be deemed a forfeiture of all rights unless specifically waived by the County Mayor or the County Mayor's designee. The Recipient must submit a written explanation for such delays in order to be considered for a waiver of this requirement and all such waivers shall be made at the sole discretion of the County Mayor or the County Mayor's designee.

10) Recipients shall complete, sign, and submit to the County the appropriate Reimbursement Request forms as necessary (Exhibits D through H) accompanied by supporting documentation (i.e., copies of invoices, receipts and check payments).

11) Reimbursement requests for Fixtures, Furniture & Equipment items must be included and approved in the Grant Agreement or the Interlocal Agreement, as the case may be, prior to acquisition. Written requests for Fixtures, Furniture & Equipment approval must be accompanied by Exhibit H.

12) In accordance with State law, five percent (5%) of the value of the BBC GOB Program for a given Project shall be retained by the County for all projects in excess of $100,000, unless otherwise recommended in writing by staff and approved by the Board. Upon completion of a Project, a signed project completion certificate (Exhibit I) must be submitted with the final reimbursement request forms in order for the remaining retainage to be released.

13) The County Mayor or the County Mayor's designee may require that reimbursement requests for any Funding Allocations requiring a cash match must be accompanied by documentation of the expenditure of committed match funds (i.e., copies of invoices, canceled checks, etc.).

14) Each Recipient will ensure that all contractors and consultants perform in accordance with the terms, conditions, drawings and specifications of their contracts or purchase orders and that all Federal, State and local contracting rules apply.

15) Each Recipient shall maintain an accounting system, which meets generally accepted accounting principles, and shall maintain all required financial records to properly account for all Building Better Communities General Obligation Bond funds and any supplemental funds used for the Project. The Recipient shall at all times maintain a separate accounting of all Building Better Communities General Obligation Bond funds.

16) Each Recipient shall be responsible for reporting, on a continuous, on-going basis, any contractual relationship established to perform work on the project, start dates, progress payments, completion dates, etc. in the system provided by the County.

17) The Recipient shall be responsible for completing the Project. If the total cost of the Project exceeds the value of the Funding Allocation, then the Recipient must provide any supplemental funds required. In the event that supplemental funds are necessary for completion of a Project, as of the point in time that it is known that supplemental funds are needed, the Recipient must demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of Funding Cycle Allocations. The requirement for a Recipient to provide supplemental funds may be modified, in part or whole, by the Board, to the extent that it approves in writing any reduction or change to the Project scope of work in accordance with the Ordinance. Approval of any reduction or change in scope of work is at the sole discretion of the Board.

D) **Acquisition Projects.** Guidelines and requirements for administering Acquisition Project Funding Allocations are as follows:

1 Appraisal Required. Prior to acquisition of a Project site, a Recipient must obtain an appraisal or appraisals supporting the fair market value of the land to be acquired. Pursuant to State law, if the property is $500,000 or less in appraised value, one appraisal is required. If the property exceeds $500,000 in appraised value, two appraisals are required.

2 Amount Authorized for Payment. The amount of Funding Cycle Allocation authorized for payment for land acquisition shall in no case exceed the Funding Allocation available for the Project. In the event that the negotiated acquisition price exceeds by ten percent or greater the appraised value of the land, the disbursement of Funding Allocation shall be conditioned upon a written justification for the purchase price and other conditions attendant to the proposed purchase, which justification is declared satisfactory by the Board in writing. Appraisal costs are eligible Funding Allocation costs as long as the appraised property is being realistically and seriously considered for Acquisition, regardless of the outcome.

3 Environmental Survey. The Recipient may not acquire land for a BBC GOB Program funded Project until a Phase I environmental survey is completed, which demonstrates that the property is suitable for its intended general use and for the specific Project. GOB funds may be used for the necessary clean-up a Phase II environmental survey may require provided the scope of the Project is not impacted. Changes to the scope of the Project require BCC approval.

4 Signage. For six months following an Acquisition, the County shall post a sign, in the general design provided by the County, containing the Building Better Communities General Obligation Bond logo, identifying the source of Project funding. The cost of such a sign is eligible for payment from the Funding Allocation.

5) Ownership. Title to land acquired with BBC GOB Program funds or facilities constructed/developed with Building Better Communities General Obligation Bond funds shall vest with a Public Agency, a legally incorporated 501(c)(3) not-for-profit Community-Based Organization, or an active and duly registered Florida for-profit corporation or other recognized business entity.

E) **Development Projects.** Guidelines and requirements for administering Development Project Funding Allocations are as follows:

1) Licensed Contractors; Contractor Bonds. Duly licensed contractors shall perform all construction. Construction contracts for work in excess of the threshold amounts established in Section 255.20 of the Florida Statutes shall require payment and performance bonds, which comply with the requirements of Section 255.05, Florida Statutes, to the extent applicable.

2) Cost Elements.

a) Construction Equipment. Recipients are required to use their own equipment, if available. If a Recipient's equipment is used, the maximum Funding Allocation payment shall cover operating and routine maintenance costs of such equipment; the Funding Allocation excludes any depreciation or replacement cost from payment. If a Recipient's equipment is used, a report or source document must describe the work performed, indicate the hours used and be related to the Project. If a Recipient does not have needed construction equipment available, then the Recipient may rent such equipment.

b) Construction Supplies and Materials. Supplies and materials may be purchased for a specific Project or may be drawn from a central stock, providing they are claimed at a cost no higher than that which the Recipient paid. When supplies and/or materials are purchased with the intention of constructing a piece of equipment, structure or part of a structure, the costs that are charged as supplies and materials may be capitalized according to the Recipient's normal practice or policy. If capitalized, only the cost reasonably attributable to the Project may be claimed under the Project.

c) Personnel or Employee Services. Services of the Recipient's employees who perform work directly related to the accomplishment of the Project are eligible costs payable from the Funding Allocation. These costs must be computed according to the Recipient's prevailing wage or salary scales and may include fringe benefit costs, such as vacations, sick leave, FICA, MICA, health and life insurance, and workers compensation at the Recipient's established fringe benefit rate. Costs charged to the Project must be computed on the basis of actual time spent on the Project, and supported by time and attendance records describing the work performed on the Project. Overtime costs may be allowed under the Recipient's established policy, provided that the regular work time was devoted to the same Project. Salaries and wages claimed for employees working on allocation-funded Projects must not exceed the Recipient's established rates for similar positions or rates per industry standards. Alternative methodologies for established wage rates must be pre-approved by the Board.

d) Consultant Services. The costs of consultant services necessary for the Project are eligible for payment from the Funding Allocation. The Recipient must pay consultants according to the Recipient's customary or established method and rate. No consultant fee may be paid to the Recipient's own employees.

3) Cost Activities.

a) Construction activities. The cost of all necessary construction activities, from site preparation (including demolition, survey, excavation and other site work) to the completion of a structure is eligible for payment from the Funding Allocation.

b) Fixtures, Furniture and Equipment. Except for Projects funded by the Economic Development Fund, the cost of Fixtures, Furniture and Equipment necessary to operate the facility are eligible for payment from the Funding Allocation if approved in the Grant Agreement or the Interlocal Agreement, as the case may be, and a detailed list of eligible items is submitted in writing and approved by the County Mayor or the County Mayor's designee prior to its purchase (See Article III, Section 1 (c). Costs for consumable goods shall not be considered eligible for payment from the Funding Allocation. Also, refer to Article I, Section 4 for a detailed definition of Fixtures, Furniture and Equipment.

c) Interpretive Signs and Aids. The cost of signs, display boards or other interpretive aids relating to the Project are eligible for payment from the Funding Allocation.

d) Signage. During the time period of Development, the County shall post a sign in a prominent location at the Project site in the general design provided by the County depicting the Building Better Communities General Obligation Bond logo and identifying the source of funding for the Project. The cost of such a sign is eligible for payment from the Funding Allocation.

Recipients are encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

4) The following is a nonexclusive list of costs ineligible for payment from the Funding Allocation:

a) Funding Application costs.

b) Ceremonial expenses.

c) Expenses for publicity.

d) Bonus payments unless specifically authorized by the Board.

e) Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Recipient, when the law requires the Recipient to utilize competitive selection. In the event a selection process is used, other than a low bid process any cost in excess of the cost of the highest ranked firm shall be considered ineligible.

f) Charges for deficits or overdrafts.

g) Charges incurred contrary to the policies and practices of the Recipient.

h) Interest expense (May be reimbursed at the discretion of the Board if incurred during the construction period and is attributable only to the construction period).

i) Litigation expenses or judgments.

j) The cost of services, material or equipment obtained under any other program.

k) Costs of discounts not taken.

l) The cost of purchasing a non-refundable option when acquiring land.

F) **Budget Changes.**

1) Recipients shall adjust their Project budgets to reflect actual costs and updated cost estimates and shall submit adjusted Project budgets to the County Mayor or the County Mayor's designee as soon as the recipient is aware of a material budget change.

2) Budget adjustments may not exceed the 17% Soft Cost limitation for design, planning, and program administration, with the exception of those projects meeting the Sustainable Building Ordinance, nor exceed the Project Funding Allocation without approval of the Board.

3) Recipients shall obtain the prior written approval of the Board whenever budget adjustments are anticipated as outlined in a, b, and c below. The request must be in the same budget format the Recipient used in the Grant Agreement or Interlocal Agreement, as the case may be, and shall be accompanied by a narrative justification for the proposed revision. Such request for adjustment shall, if approved, amend the Grant Agreement or Interlocal Agreement, as the case may be. Requests for budget changes shall be considered whenever any of the following adjustments are required:

a) For any Project involving both Acquisition and Development activities, any proposed budget transfers from Development to Acquisition.

b) Any proposed reduction or revision of the scope or objectives of the Project (regardless of whether there is an associated budget adjustment) that substantially changes the original intent of a project.

c) Any change that would increase Soft Costs for planning, design, and project administration which exceeds the limit specified in Article III, Section 3 (c)(1).

In the event that a Recipient has completed the approved scope of work for a Project and has unexpended funds, the Recipient may submit a request to the County Executive Office to expend these funds in an existing or new budget line item for the Project. The County Mayor or the County Mayor's designee is authorized to approve such budget changes and expenses not to exceed 15% of the total budget.

G) **Cost Overruns.** The Recipient shall fund all cost overruns. During the execution of work on a Project, the Recipient may find that actual Project costs exceed the approved budget. For cost overruns that will require additional funding for the Project, or otherwise require a budget adjustment for which prior Board approval is required pursuant to paragraph E above, the Recipient shall:

1) Provide a justification for the additional costs;

2) Identify available funds for the completion of the Project; and, if necessary

3) Request from the Board a change or revision in the Project scope consistent with the terms of the Ordinance and the Authorizing Resolutions.

The Board, at its discretion, may authorize in writing a change or revision in the scope of the Project: (i) where change or revision of the scope is consistent with the Ordinance; and (ii) where the change or revision is justified by the Recipient; and (iii) where the Recipient does not have sufficient funds to complete the Project with the available funds. Under those circumstances, the Board, in its sole discretion, may identify other funds available under the Ordinance for the Project.

SECTION 2. COMPLIANCE RESPONSIBILITIES

The following constitute general requirements for program compliance:

A) An annual independent audit of the Building Better Communities General Obligation Bond funds must be submitted by all Recipients to the County Executive Office no later than six months after the close of the Recipient's fiscal year for which a Funding Allocation was received and each year thereafter until Project completion. The audit report must include the Fund Summary Status Report, Exhibit J. The audit must be performed by certified independent auditors and include the following:

1) Test for compliance with the Grant Agreement or Interlocal Agreement, as the case may be, Miami-Dade County Ordinance No. 05-47, applicable resolutions and the Building Better Communities General Obligation Bond Administrative Rules.

2) Test to verify compliance with advance requirements.

3) Sufficient tests, as determined by the independent auditor to verify true and accurate reflection of Project expenditures.

4) Tests to verify expenditure of required match dollars.

5) Verification of the Fund Summary Status Report.

B) Land and facilities acquired, developed, improved or rehabilitated by Funding Allocation shall be dedicated and maintained in perpetuity for the use and benefit of the general public except where leases are in effect. Any land, facilities, or equipment acquired with Building Better Communities General Obligation Bond funds may not be sold or transferred without the written consent of the County and may require an equitable reimbursement of bond funding based on residual value. All projects shall be open to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

C) Funding Allocation for the purposes of development, improvement, rehabilitation or restoration shall be expended for these purposes only on lands owned by a Recipient or on lands for which the Recipient holds a lease or other use agreement. Such lease or other use agreement must be for an unexpired minimum term of 25 years. The Funding Allocation Recipient may demonstrate the eligibility of the Project to the reasonable satisfaction of the Board, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit, consistent with the terms of the Ordinance, for a term of at least 25 years in duration. The lease must not be revocable at will.

D) Recipient shall maintain all financial and programmatic records, supporting documents and other records pertinent to the Funding Allocation for a period of three years from the starting date defined below. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. When Funding Allocation support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the County its single or last expenditure report for that period. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report.

E) The Board and the County, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Recipient in order to make audits, examinations, excerpts and transcripts.

Office of the Miami-Dade County Inspector General (IG) (MDC Code Section 2-1076) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Recipient from IG, the Recipient shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Recipient under the Grant Agreement will be assessed one quarter of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Code or the Grant Agreement, the Project is federally or state funded and federal or state law or regulations preclude such a charge. The Recipient shall in stating its agreed prices be mindful of this assessment.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

F) If a Recipient materially fails to comply with any term of an award, the Board or the County Mayor or the County Mayor's designee may take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Recipient's Project;

4) Withhold further Funding Allocation awards from the Recipient; or

5) Take other remedies that may be legally available.

G) Any of the enforcement actions listed in paragraph F above, taken by the County Mayor or the County Mayor's designee, which are contested and unresolved between the Recipient and the County within thirty days of such action, will result in the Board providing the Recipient with an opportunity to be heard on the issue. Said hearing will occur within sixty days of the Board receiving the Recipient's written request. Staff will recommend appropriate action to the Board.

H) Costs to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not eligible for reimbursement unless the County Manager expressly authorizes them in the notice of suspension or termination or subsequently authorizes reimbursement in writing. Other costs incurred by the Recipient during suspension or after termination which are necessary and not reasonably avoidable are eligible for reimbursement if:

1) The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, were not in anticipation of it, and in the case of a termination, are non-cancelable; and

2) The costs would be eligible for reimbursement if the award was not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.

I) Inspections. Staff of the Board or the County, or both, shall periodically inspect each Project to ensure compliance with these rules, the Ordinance, and the Grant Agreement or Interlocal Agreement, as the case may be. Staff shall perform an inspection of the Project site to ensure compliance prior to release of the final Funding Allocation payment.

SECTION 3. REPORTS

Recipients are required to submit the Project Status Report no later than monthly (Exhibit E), in the format stipulated by the County Mayor or the County Mayor's designee. Additional reports that shall be due upon request of the County Mayor or the County Mayor's designee may include, but are not limited to:

A) Actual accomplishments of each Funding Cycle Allocation;

B) Problems encountered in implementation of each Funding Cycle Allocation; and

C) Anticipated start and/or completion dates of each Funding Cycle Allocation.

Recipient may be required to meet with the Board to discuss the Project.

SECTION 4. PROJECT CLOSE-OUT

A) A Recipient has up to forty-five (45) days after the expiration or termination of the Funding Allocation to submit all final documentation including final reimbursement requests and Project completion certificates.

B) The close-out of a Funding Allocation does not affect:

1) The County's right to disallow costs and recover funds on the basis of a later audit or review;
2) The Recipient's obligation to return any funds due as a result of later refunds, corrections or other transactions;
3) Records retention responsibilities set forth above;
4) Continuing responsibilities set forth in the Ordinance, the Grant Agreement or Interlocal Agreement, as the case may be, and these rules; and
5) Audit rights set forth in these rules.

C) Any amounts paid to Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the Grant Agreement or Interlocal Agreement, as the case may be, constitute a debt to the County. If not paid within a reasonable period after demand, the County may reduce the debt by:

1) Making an administrative offset against other requests for reimbursement;
2) Withholding payments otherwise due to the Recipient; or
3) Taking other action provided by law.

Any overdue debt of the Recipient shall accrue interest at the maximum rate allowed by law.

SECTION 5. INTERPRETATION; ADMINISTRATION

These administrative rules have been promulgated under the Ordinance. In the event of a conflict between these rules and the provisions of the Ordinance, the Ordinance shall prevail.

The County Mayor or the County Mayor's designee shall be authorized to interpret the provisions of these administrative rules and their interpretation of any matters governed hereby shall be final and may only be overturned by a majority vote of the Board. The County Mayor or the County Mayor's designee shall submit recommendations amending these administrative rules to the Board, which may approve or reject such recommendations by majority vote.

The County Mayor or the County Mayor's designee shall be authorized and required to administer the Building Better Communities General Obligation Bond Program consistent with the Ordinance and these administrative rules.

Initial BM Date 6-16-11
Brian May

EXHIBIT "1"

Exhibit 1 - Project Budget and Description

Miami-Dade County
Building Better Communities

Borinquen Health Care Center, Inc. — **Borinquen Health Center Improvements 3601 N Federal Hwy**

Project Number 305.1-75293

REVENUES				Milestones	EXPENSES		
FY 2010-11 GOB Allocation	Future GOB Allocations	Other Funding Allocations *	Total Estimated Revenues		Projected Schedule Start Date	End Date	Total Estimated Expenses
			0	Project Administration			0
			0	Project Administration (Non-GOB)			0
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
14,000			14,000	Pre-design, Planning, including preliminary engineering	7/5/2011	8/4/2011	14,000
		5,600	5,600	Pre-design, Planning, including preliminary (Non-GOB)	7/5/2011	8/4/2011	5,600
1,000			1,000	A&E Selection	8/5/2011	9/4/2011	1,000
			0	A&E Selection (Non-GOB)			0
29,000			29,000	Design	9/5/2011	12/4/2011	29,000
		11,700	11,700	Design (Non-GOB)	9/5/2011	12/4/2011	11,700
10,000			10,000	Dry run/permit	12/5/2011	1/24/2012	10,000
			0	Dry run/permit (Non-GOB)			0
1,000			1,000	Contractor Selection	1/24/2012	2/23/2012	1,000
			0	Contractor Selection (Non-GOB)			0
280,837	164,163		445,000	Construction On Going	2/24/2012	8/22/2012	445,000
		482,700	482,700	Construction On Going (Non-GOB)	2/24/2012	8/22/2012	482,700
			0	Construction Substantially Complete	8/23/2012	1/31/2013	0
			0	Construction Substantially Complete (Non-GOB)	8/23/2012	1/31/2013	0

REVENUES				Milestones	EXPENSES		
FY 2010-11 GOB Allocation	Future GOB Allocations	Other Funding Allocations *	Total Estimated Revenues		Projected Schedule Start Date	End Date	Total Estimated Expenses
			0	Other			0
			0	Other (Non-GOB)			0
335,837	164,163	500,000	1,000,000	TOTALS			1,000,000

* Other Funding (List sources and amounts)

Funding Source	Amount
Low Income Pool Grant Funds (LIP)	500,000

Total
500,000

Project Narrative/Description

Borinquen Health Care Center, Inc., (BHCC) located at 3601 Federal Highway, Miami, FL, 33137 will under go a construction project that will encompass the combination of remodeling, renovating, adding/creating new exam rooms, nurse stations, physician work stations, a medical office manager's office, creating storage space, consulting rooms, a reception and waiting area, a radiology department, and providing for safety egress. The primary focus of the Project will be on the second, third, and fourth floor. The overall area of the Project will be 5,332 sq. ft. Upon completion of the Project, there will be a total of fifteen (15) new exam rooms that will improve the patient flow and have an appropriate ratio of exam rooms per provider. In addition, the Low Income Pool Grant Funds (LIP) will refurbish eighteen (18) existing exam rooms; providing a total of thirty-three (33) exam rooms at the facility. Presently, BHCC has a ratio of 1.5 and would significantly improve the ratio to 2.5 exam rooms per provider. This would improve the overall patient waiting time in the second, third, and fourth floors. Upon notification of the GOB grant agreement, BHCC would begin to entertain RFPs for the project, approve final architectural drawings and hire a contractor. The estimated time for the completion of the construction phase of the Project would be approximately six (6) months, from the receipt of the building permit. The expected completion date will be January, 2013.

GOB Total Funding Allocation Narrative/Description

Borinquen Health Care Center, Inc., (BHCC) located at 3601 Federal Highway, Miami, FL, 33137 will under go a construction project that will encompass the adding/creating new exam rooms, physician work stations, consulting rooms, and providing for safety egress. The primary focus of the Project will be on the second, third, and fourth floor creating fifteen (15) exam rooms from existing space, presently being used for offices and other purposes with the overall increase of approximately 4,922 sq. ft. The increase in square footage for primary care will be as follows: Second floor-create/construct, and add six (6) new exam rooms and nurse treatment room with an overall increase of 878 sq. ft.; Third floor-create/construct seven (7) new exam rooms, consulting rooms, and providing a safety egress for the entire third floor with an overall increase 3,600 sq. ft.; Fourth floor-create/construct two (2) new examining rooms and a physician work station with an overall increase in primary care space of 444 sq. ft. Currently BHCC serves 18,000 patients representing 45,000 visits. As a result of the additional exam rooms, BHCC anticipates serving 21,500 patients representing over 57,000 patient visits. The increase in patient volume will require three (3) new providers to assist in medical management. Future BBC GOB allocations are fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and the Borinquen Health Care Center, Inc.

GOB 2010-11 Funding Allocation Narrative/Description

GOB funds will compliment other funding for the design and renovation of Borinquen Health Care Center, Inc., located at 3601 Federal Highway, Miami, FL, 33137.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, 2Ae of the Building Better Communities General Obligation Bond (GOB) Program Administrative Rules.

Attachment "D"

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the_____ day of _____2011, by and between Miami-Dade County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2010-2011, passed by the 2010 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $335,837.

a) The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large, all as more specifically detailed in Section 10 of this Agreement.

b) The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:

i. Medicaid, Low Income Pool payments for the expansion of primary care services to low income, uninsured individuals by:

1) Reducing potentially avoidable emergency room visits by developing initiatives to identify persons inappropriately using hospital emergency rooms or other emergency care services and provide care coordination and referral to primary care providers.

2) Reducing potentially avoidable hospitalizations for ambulatory care sensitive conditions, which involve admissions that evidence suggests could have been avoided.

3) Expansion of primary care infrastructure to provide additional people with a medical home, thereby supporting meaningful emergency room diversion efforts while also improving overall health care in the community.

4) Expansion of Primary care through expanded service hours (e.g., evening or weekend hours).

5) Initiatives to increase self-management and adherence to treatment plans and self-management goals through the availability of disease management services for persons with ambulatory care sensitive conditions such as diabetes, asthma, hypertension, COPD, and high cholesterol.

ii. Projects will be required to report qualitative and quantitative data relating to the various initiatives. Initiatives can include any or all of the following services. Some examples:

- Hospital Emergency Room (ER) and In Patient (IP) diversion initiatives:
  - Number of people diverted from a hospital emergency room to a clinic prior to receiving services at the emergency room;

- Number of people referred from a hospital emergency room for follow-up care after being treated in the ER;
- Number of people referred from a hospital emergency room to a primary care provider;
- Number and percent of ER admissions without a subsequent admission with a follow-up appointment with a provider within 14 days of the ER event date;
- Number of hospital inpatients referred for follow-up care or referred to a primary care provider upon discharge from the hospital;

- Clinic services expansion initiatives:
  - Number of additional persons by payer source (uninsured, Medicaid etc.) seen and visits as a result of the LIP grant;
  - Additional hours of operation funded by the LIP grant;
  - Determination of what treatment choice a person would have made if the LIP-funded clinic or service was not available - for example, would the patient have accessed an emergency room, accessed another primary care clinic, or foregone care.
  - Summary of services rendered

- Disease management initiatives:
  - Number of people participating (enrolled and engaged) persons by payer source (uninsured, Medicaid, etc.) in each DM program funded by the LIP project;
  - Data showing the relative adherence of DM program participants with established clinical practice guidelines (e.g., HbA1c testing, LDL-C screening, etc) and self-management activities (e.g., daily weights of CHF)
  - Information showing the impact on hospital inpatient and outpatient utilization by DM program participants
  - Ensure that DM program activities do not duplicate existing Medicaid DM program services for Medicaid recipients.

2. The County will pay the State an amount not to exceed the grand total amount of $335,837. The County will transfer payments to the State in the following manner:

   a. A payment of $335,837 by June 25, 2011

   b. The State will bill the County when payment is due.

3. The full enhanced FMAP is in effect for the first six months of SFY 2010-11. Any payments made by the Agency on or after January 1, 2011, will be eligible for the step-down enhanced FMAP. The County only has authority to fund the State share in the amount of $335,837. The County does not have funding authorization for any change in the State share required as a result of a reduced FMAP. Therefore if funding is not adequate due to the FMAP change, the State will reduce the rate to the level funded by the County.

4. Timelines: This agreement must be signed and submitted to the Agency no later than June 22, 2011, to be effective for SFY 2011. Award agreements not executed by the June 22, 2011 deadline may be re-awarded to another applicant.

5. The anticipated distribution for Miami-Dade Borinquen Health Center for State Fiscal Year 2010-2011 is $1,500,000.

6. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.

7. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.

8. With the exception of Miami-Dade County Resolution No. R-383-10, and the agreements incorporated therein, the County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non- Medicaid, non-uninsured, and non-underinsured activities

9. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.

10. The County and the State agree that, pursuant to Resolution No. R-383-10 adopted by the Board of County Commissioners of Miami-Dade County (Attachment 1), Borinquen Health Center, in accordance with the approved LIP project and specifically section 1. b) i. 3) of this agreement, shall be required to spend no less than $335,837 of the $1.5 million distribution to fund capital expenses incurred for the renovation of the facility at 3601 Federal HWY, Miami, Florida, to increase the number of patient exam and treatment rooms available for Miami-Dade County's Medicaid and uninsured population. If the State fails to remit an amount equal to or greater than $335,837 to Borinquen by June 29, 2011, the State shall remit to the County $335,837 no later than June 30, 2011, which amount shall be paid in a single lump sum payment and without further invoice, notice or demand. Borinquen, not the County, shall provide the reporting data described in Section 1.b.

11. This Letter of Agreement covers the period of July 1, 2010 through June 30, 2011.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

Miami-Dade County	State of Florida
_____	_____
Signature	Phil E. Williams Assistant Deputy Secretary for Medicaid Finance, Agency for Health Care Administration
_____	
Name	
_____	
Title	