Substitute

MEMORANDUM Agenda Item No. 11(A)(26)

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

DATE: May 1, 2012

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

SUBJECT: Resolution amending Resolution No. R-855-08 relating to grant from Building Better Communities General Obligation Bond Program Project No. 305 – "Primary Health Care Facilities" to Jessie Trice Community Health Center, Inc.

This item differs from the original in that it replaces handwritten page 50 of the original item with the correct version of Exhibit 1 to the Funding Agreement.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

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

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Agenda Item No. 11(A)(26)

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**

Substitute

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 11(A)(26)
5-1-12

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-855-08 RELATING TO GRANT FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 305 – "PRIMARY HEALTH CARE FACILITIES" TO JESSIE TRICE COMMUNITY HEALTH CENTER, INC. TO INCLUDE FUNDING OF A NEW CLINIC TO BE LOCATED IN DISTRICT 1 AT 18330 NW 12TH AVENUE, MIAMI GARDENS, AND TO PROVIDE FOR LOCAL GOVERNMENT AGENCY MATCH UPON SATISFACTION OF CONDITIONS PRECEDENT; WAIVING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM'S ADMINISTRATIVE RULES WITH RESPECT TO LOCAL GOVERNMENT AGENCY MATCH; AND APPROVING TERMS OF, AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE, ESCROW DEPOSIT AGREEMENT, FUNDING AGREEMENT, AND LETTER AGREEMENT WITH REGARD TO LOCAL GOVERNMENT AGENCY MATCH, 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 "Bond Program") by project number, municipal project location, County Commission 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" ("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-855-08 this Board previously allocated $4,000,000 from Project No. 305 to Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("Jessie Trice"), to be used to construct new clinical space in District 3 and expand existing space in District 2, all of which would serve the residents of Districts 1, 2, 3 and 6 (the "$4,000,000 Jessie Trice Allocation"); and

WHEREAS, Jessie Trice has expended $2,700,000, such that $1,300,000 of the $4,000,000 Jessie Trice Allocation remains unexpended (the "Remaining $1,300,000 Allocation"); and

WHEREAS, currently Jessie Trice offers services to seniors and children residing in the Miami Gardens community from the Norland Medical Center; and

WHEREAS, the Norland Medical Center is currently comprised of four exam rooms, a lab draw station, a two chair dental suite, and small waiting room space, which is typically overcrowded; and

WHEREAS, the Norland Medical Center location is too small to meet the needs of the community and because of its location at a strip mall there is no expansion potential; therefore, Jessie Trice proposes to construct a new clinic in District 1 to be located at 18330 NW 12th Avenue, Miami, Florida, which is anticipated to replace the current Norland clinic and will provide services to residents from Districts 1, 2 and 3 (the "New Clinic"); and

WHEREAS, it is anticipated the New Clinic will be constructed in phases; and

WHEREAS, upon completion of all phases the New Clinic will be comprised of 27,100 square feet of clinical space and a projected total project cost of $8,130,000; and

WHEREAS, in order to raise additional funds to construct the New Clinic, Jessie Trice anticipates submitting a low income pool application to the State of Florida (the "State") for the award of a Low Income Pool grant (the "State Grant") and receipt of Low Income Pool grant funds ("Low Income Pool Grant Funds"), a copy of which is attached as Exhibit "A" (the "Grant Application"); and

WHEREAS, the Grant Application requests $2 million of Low Income Pool Grant Funds (including $422,700 of local match funds and $1,154,600 of Federal Medicaid funds), at least $422,700 of which would be directed to fund capital improvements at the New Clinic for Phase 1 of the project; and

WHEREAS, the Project Narrative Description to the Grant Application noted that the proposed first phase of the New Clinic project will consist of 8,000 square feet with twelve patient medical examination rooms and four dental operatory rooms, plus all necessary furniture and equipment, at a projected total project cost for the first phase equal to $2,877,300; and

WHEREAS, the first phase of the New Clinic project will increase the delivery of healthcare services by tripling the patient medical examination rooms and doubling the dental operatory rooms, thereby expanding access to and capacity of healthcare services for the residents of Miami Gardens and surrounding communities ; and

WHEREAS, Low Income Pool Grant Funds require a local government agency match; and

WHEREAS, Bond 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 clinical capacity at the New Clinic as detailed in the Funding Agreement by and between the County and Jessie Trice in substantially the form attached hereto as Exhibit "B" and incorporated herein by reference (the "Funding Agreement"); and

WHEREAS, the State's allocation from Low Income Pool Grant Funds for capital improvements at the New Clinic requires a local government agency match by Miami-Dade County equal to $422,700 (the "$422,700 Local Match") which may be funded from a reallocation of a portion of the Remaining $1,300,000 Allocation; and

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

WHEREAS, the Board adopted Resolution No. R-501-11 wherein it approved a similar transaction, including the waiver of the Bond Program's Administrative Rules, for the funding of renovations to the Borinquen main clinic; and

WHEREAS, although the State will be the recipient of the $422,700 Local Match in the form of a grant, Jessie Trice has agreed, among other things, to comply with all of the Bond Program's Administrative Rules applicable to the New Clinic project as if Jessie Trice was the direct recipient of the $422,700 Local Match; and

WHEREAS, if the State does not award the State Grant to Jessie Trice, Jessie Trice proposes to instead use the Remaining $1,300,000 Allocation to construct the New Clinic project; and

WHEREAS, accordingly, the Board wishes to amend Resolution No. R-855-08 to: (1)(a) allocate the Remaining $1,300,000 Allocation to fund the New Clinic instead of the expansion of existing space in District 2; and (b) reduce the $4,000,000 Jessie Trice Allocation by $422,700 and allocate and remit such funds to the State as the $422,700 Local Match, subject to satisfaction of certain conditions precedent; (2) waive the Bond Program's Administrative Rules as they pertain to the $422,700 Local Match; and (3) subject to satisfaction of certain conditions precedent, approve the terms of and authorize the County Mayor or the County Mayor's designee to execute the necessary agreements to effectuate the $422,700 Local Match while still preserving the application of all of the Bond Program's Administrative Rules applicable to the New Clinic project with respect to Jessie Trice,

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-855-08 to: (i) allocate the Remaining $1,300,000 Allocation to fund the New Clinic in District 1 instead of the expansion of existing clinical space in District 2; and (ii) reduce the $4,000,000 Jessie Trice Allocation by $422,700, allocate such funds to the State as the $422,700 Local Match, and remit the $422,700 Local Match to the State as a grant to be used as a local government agency match for the State Grant, 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 in substantially the form attached to this resolution as Exhibit "C" and incorporated herein by this reference (the "Letter Agreement"); provided, however, the amendment to Resolution No. R-855-08 set forth in subsection (ii) herein shall become effective only upon the satisfaction of all

of the following conditions no later than October 10, 2012: (a) receipt by the County of evidence of the State's award of the State Grant to Jessie Trice for the purposes set forth in the Grant Application; (b) receipt by the County of evidence that Jessie Trice has site control for the New Clinic location as required by the Bond Program's Administrative Rules; and (c) proper execution by all parties other than the County of an Escrow Deposit Agreement by and among the County, Jessie Trice and TD Bank, N.A., in substantially the form attached hereto as Exhibit "D" and incorporated herein by this reference (the "Escrow Agreement") and the Funding Agreement (subsections (a)-(c) are collectively referred to as, the "Conditions").

Section 3. This Board hereby waives the Bond Program's Administrative Rules with respect to its grant of the $422,700 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, the Escrow Agreement and the Funding Agreement after all of Conditions have been satisfied.

Section 5. Subject to the prior execution of the Escrow Agreement and the Funding Agreement by all of the respective parties, this Board hereby approves the terms of, and authorizes the County Mayor or the County Mayor's designee to execute, the Letter Agreement and to disburse the $422,700 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 the Escrow Agreement, the Funding Agreement and the Letter Agreement, 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 Commissioner Barbara J. Jordan. 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 1st day of May, 2012. 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. GBK

Geri Bonzon-Keenan

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

State Primary Care Office Expanding Access to Primary Care (FQHCs)

Fiscal Year 2012-2012

Florida Department of Health -- Division of Health Access and Tobacco

TITLE PAGE
PROJECT FUNDING REQUEST

FLORIDA DEPARTMENT OF HEALTH
FEDERALLY QUALIFIED HEALTH CENTER EXPANSION ACT

PROJECT INFORMATION	
Project Title	*Client/Service Expansion* ☐ *Construction/Renovation* ☒
Jessie Trice Health & Wellness Center – Miami Gardens	
Health Center Name	*Health Center County*
Jessie Trice Community Health Center, Inc.	Miami-Dade
Address	
5607 NW 27th Avenue Suite #1 Miami, Florida 33142	
Medicaid Locator/Identifier Number for Project	
029541808	
PROJECT CONTACT INFORMATION	
Contact Name	*Title*
Annie R. Neasman	President & CEO
Address	
5607 NW 27th Avenue Suite #1 Miami, Florida 33142	
Phone Number	*Fax Number*
305-805-1700 Extension 0	305-805-1715
Email	*Federal ID Number*
Aneasman@hcnetwork.org	59-1235617
Funding Requested	
State Match ***(21.135%)***	$ 422,700
Local Match ***(21.135%)***	$ 422,700
Federal Medicaid Match ***(57.73%)***	$1,154,600
Total Project Funding Requested	**$2,000,000**

This application must be signed and dated by an authorized representative of the applicant:

Annie R. Neasman
Name/Printed

President & CEO
Title

Signature

March 21, 2012
Date

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Project Narrative Description

Project Summary/Abstract

This application is for a capital development project to increase access to comprehensive services for families and seniors in the Miami-Gardens community. Funding for this project will build a new facility (Jessie Trice at Miami Gardens -- Community Health and Wellness Center) designed to replace the current Norland Medical Center – which is too small to meet the needs of the target population. This new center will be located inside Miami Gardens city limits at Miami Gardens Drive and 12th Avenue. This will be a unique facility to provide children, adults, and seniors with medical and dental services.

Statement of Need

a. Identify/describe both the *total and project target populations* and the need for health services.

The current Norland location is in a strip mall without additional expansion potential. It is composed of five exam rooms, lab draw station, and a small two chair dental suite. Waiting room space is minimal and usually overcrowded. The project has been designed to be built in phases as funding becomes available to complete a Comprehensive Health and Wellness Center. The proposed first phase of the project will have 8,000 square feet with twelve patient medical exam rooms and four dental operatory rooms plus all furniture and equipment necessary to begin operating once a Certificate of Occupancy has been obtained. Overall, we envision a facility that will serve the total primary care population (i.e. Pediatrics, Ob/Gyn, General Medicine, Geriatrics and Dental) along with a Wellness Center. The target populations for the proposed project are residents of the City of Miami Gardens. The City of Miami Gardens was incorporated on May 12, 2003, as the 33rd city and the 3rd largest in Miami Dade County. It is located at the North-west corner of the Jessie Trice Community Health Center, Inc. catchment area. The city has population of 107,167, based on the 2010 Census. Thirty percent (30,656) of the city population is over the age of 50, 22% of the population is 55 or older. The focus of this center will include adults, pediatrics, and geriatrics. With uncertainty relative to Medicare and Medicaid, we look forward to working to reduce health care cost and increase the positive and successful health status of this exploding population groups.

The Unmet Needs Study, conducted by the Alliance for Aging (2007) found a high growth rate in the Black Senior population in the City of Miami Gardens. The study also found that the Median Family Income ($36,786) falls off dramatically for the 65 to 74 and 75+ age groups ($30,045 to $$20,682 and 10,542 respectively). The per capita income was $11,688. The Alliance statistics for the elderly in the population show a higher number of seniors 65+ who had 2 disabilities, including challenges with self-care. The study also indicated that a high number of seniors 65+ with 1 disability, with income below federal poverty level, had unmet needs (2,637 out of 28,972 (9.1%); For seniors age 75+ below the poverty level, 18.8% demonstrated unmet needs. (A special note: This study was done prior to the current recession).

Data indicates that about 9.9% of families and 14.0% of the population were living below the poverty line, including 15.2% of those under age 18. Additional information suggests that a disproportional number of senior raise grandchildren. A major consideration in the project design is the service accommodations for seniors, adults, and children in need of a comprehensive medical home. The facility design will provide proximity, while providing separation for these different age groups. Age specific services and accommodations will enhance the likelihood of the target population seeking health care in a consistent manner increasing the probability of a successful health outcome.

b. Identify the *health benefits* to be provided to the *project target population.*

Comprehensive health and dental services will be provided across all life cycles. This will include addressing all current and future barriers to care to the maximum extent possible through our collaboration with City of Miami Gardens. The City of Miami Gardens (Norland/Golden Glades) has a population of 107,167. Miami-Gardens is designated as both a Health Provider Shortage Area and Medically Under-served Area (HPSA/MUA). Using our current Norland clinical UDS data as an indicator, 72% of our patient base is uninsured, 26% covered by Medicaid/care, and only 2% have private insurance. Jessie Trice recognizes its responsibility as a safety-net provider to address the health related needs of this population.

Jessie Trice utilizes a fleet of handicap accessible wheel-chair vans to minimize lack of transportation as a barrier to health care. Jessie Trice and the City will collaborate to provide health navigators to facilitate and educate users on health insurance and access to other available services. The Health and Wellness component will help alleviate the stress of grant-parenting, adequate and appropriate nutrition, medication assistance, mental health issues, and for those who live alone the risk of social isolation.

Within this catchment area, Jackson Memorial Health Systems, a safety-net provider, operates both a freestanding primary healthcare clinic (North Dade Health Center) and a full service hospital (Jackson-North). We work collaboratively with JMHS on ER diversion, diagnostic referrals and specialty care. This relationship goes back several decades. The nearest Federally Qualified Health Center is in Broward County.

c. Provide the current 12-month baseline client data only as it relates to the target population to be addressed by this proposed project.

2,765 - Number of current unduplicated clients

8,261 - Number of current encounters

Time Period: From January 2011 to December 2011

Program Plan

a. Identify the projected number of new, unduplicated clients for which current services will be expanded and the projected number of client encounters; or identify the new services to be provided and the number of existing, unduplicated clients to receive those services and the number of client encounters, as a result of this project.

Construction/Client Expansion:
Number of new, unduplicated clients – 3,800
Number of encounters – 13,440
Encounters per client – 3.54 Visits per New client

What is the percent of the total target population that will be served by the proposed project? 61%

b. Type of Clinical Staff	# of FTEs	Existing	New
Physicians	3.0	1.0	2.0
ARNP	1.0	0.0	1.0
Registered Nurse	2.0	1.0	1.0
Dentist	1.0	1.0	0.0
Hygienist	1.0	0.5	0.5

Medical Assistants	8.0	3.0	5.0
Dental Assistants	3.0	2.0	1.0
Customer Service Representatives	6.0	2.0	4.0

c. List the type and cost of equipment to be purchased with these funds.

Type	**Cost**
Medical Practice Equipment & Office Furniture:	
12 Items - Digital Physician Scale 350+ lbs	$ 3,240
4 Items - Spot Vital Sign Unit, BP, Temp, Pulse Oximeter	$ 4,880
8 Items - Mobile Stand for Spot Monitor	$ 2,000
1 Items - EKG Machine	$ 3,250
12 Items - Thermometer , Sure Temp 4	$ 3,240
3 Items - Refrigerator (clean and dirty)	$ 690
3 Items - Thermometer (Refrigerator)	$ 240
16 Items - Desktop Terminal	$ 6,400
2 Items - Table Top Copier (multifunctional machine)	$ 2,000
4 Items - Lobby Tables	$ 600
30 Items - Lobby Chairs	$ 3,000
1 Items - Safe / Drop Box Diplomat	$ 500
5 Items - Desk (48" x 30" small)	$ 2,500
5 Items - Rolling chairs (Secretary Chairs)	$ 950
5 Items - File Cabinet (4 drawer verticle)	$ 1,100
5 Items - Supply Cabinet	$ 1,250
1 Items - AED Machine	$ 1,030
4 Items - Manual Exam Table	$ 4,400
8 Items - Power Procedure Chair w/Top	$ 26,000
12 Items - Airlift Physician's Stool / W Back	$ 1,800
12 Items - Side Chair w/arms	$ 3,360
12 Items - Wall Mounted Soap Dispenser (Dial)	$ 360
12 Items - Bio Hazard Waste Can	$ 1,200
12 Items - Exam Lamp	$ 1,680
12 Items - Glove Dispenser (Double)	$ 360
12 Items - Sundry Jar Set	$ 480
12 Items - Wire Bracket for Sharps	$ 360
12 Items - Wall Unit w/ Otoscope & Ophthal. & Therm, BP	$ 13,440
Total Medical Equipment & Office Furniture	**$ 90,310**
Dental Equipment & Office Furniture:	
1 Items - Refrigerator	$ 230
1 Items - Thermometer (Refrigerator)	$ 80
8 Items - Desktop Terminal	$ 3,200
1 Items - Table Top Copier (multifunctional machine)	$ 1,000
2 Items - Lobby Tables	$ 300
20 Items - Lobby Chairs	$ 2,000
4 Items - Desk (48" x 30" small)	$ 1,720
4 Items - Rolling chairs (Secretary Chairs)	$ 760
4 Items - File Cabinet (4 drawer verticle)	$ 880

2 Items - Supply Cabinet	$ 500
Operatory Equipment:	
4 Items - Midmark - 30 In. Std. Upper Storage Cabt	$ 1,720
4 Items - Midmark - Assistant'S Stool Silhouette	$ 2,260
4 Items - Midmark - Concept Lr Deliv'Y Sys-No	$ 17,380
4 Items - Midmark - Concept Lr Operatg Light	$ 6,660
4 Items - Midmark - Cuspidr L/R W/Asst. Instru	$ 9,060
4 Items - Midmark - Dentist Stool Silhouette	$ 1,940
4 Items - Midmark - Fs Treatment: Worksurf. Only	$ 3,780
4 Items - Midmark - Integra Free Standg. Center	$ 41,680
4 Items - Midmark - Integra Free Standg. Treat	$ 17,560
4 Items - Midmark - Interga G1/Cup/Towel Disp	$ 1,220
4 Items - Midmark - Midmark Cabinet-Mt Light	$ 8,600
4 Items - Midmark - Osc 63 In. Sink Rt/Storage Cab W/Bank Of Drawers	$ 13,760
4 Items - Midmark - Ultratrim Lr Chr, W/Silhouette	$ 26,060
Sterilization Room:	
1 Items - Midmark - Cleaner Ultrasonic Sonicl	$ 2,340
1 Items - Midmark - M11 Ultraclave W/Quiet Door	$ 4,600
1 Items - Midmark - M3 Ultrafast Auto Sterilizer	$ 4,030
1 Items - Scican - Statmatic 31 Maintenance	$ 2,160
Lab Room:	
1 Items - Handlr - Model Trimmer 1/4 Hp 10In	$ 420
1 Items - Handlr - Red Wing Lathe 16B/26A W/	$ 520
1 Items - Indgrn - Gleco Plaster Trap Complete	$ 90
1 Items - T & S - Vacuum Forming Machine	$ 280
1 Items - T & S - Vibrator Gray 110V	$ 120
Equipment Room - Items:	
1 Items - Midmark - Powervac, Single, 5-7 User	$ 9,790
1 Items - Midmark - Power Air Oiless Comp7-10	$ 7,640
1 Items - Midmark - Water Bypass Sys, 3/4 In	$ 670
1 Items - Midmark - Cp3 Control Panl, 1 V, 1 A, 1 W	$ 210
1 Items - Quiet Cover For Compressor	$ 1,370
Total Dental Equipment & Office Furniture	**$ 196,590**
Total Equipment & Furniture Budget	**$ 286,900**

Program Plan

d. Health Status Outcomes: The new center will incorporate the following Outcome Measurements that reflect the full life-cycle:

	Focus Area	Project Goals	Major Planned Actions
1.	**Child Health**	80% of children who are regular JTCHC users will have a completed immunization series by age 2.	1. Data on immunizations given will be uploaded into Florida Shots data base, so children can be monitored and tracked. 2. Nurse/Medical Assistant will review patient charts prior to visit, to identify immunizations that are due.
	BMI	Increase the number of children age 2 - 17 who had a visit during the current year and who had BMI, counseling for nutrition and counseling for physical activity all documented during the measurement year from 35% to 50%.	1. Implement protocols on the Pediatric unit that ensures children receive counseling and education at every visit and that this is documented.
	Oral Health	Increase the number of children ages 0 to 3, who receive Fluoride Varnishes at JTCHC sites from 18% to 40%.	1. All children ages 0 to 3 years receiving dental and/or primary care services at JTCHC will be offered Fluoride Varnish at the end of their visit. 2. Utilize educational material in pediatric units and during outreach on mobile van to inform parents about the importance of early oral health for children.
	Asthma	Increase number of patients 5-40 years old with a diagnosis of persistent asthma who were prescribed long term control medication or an acceptable alternative from 44% to 60%.	Create patient registry and monitor drugs prescribed to asthmatic patients.
2.	**Prenatal and Perinatal Health**	Enroll 70% of pregnant patients within their 1st trimester of pregnancy.	1. Increased efforts & outreach through the Outreach Worker and mobile van, to educate community on importance of Prenatal care early in pregnancy. 2. Will provide every woman who comes in requesting a pregnancy test with 5-minute education session and brochure emphasizing importance of prenatal care.
		Maintain the percentage of births less than 1,500 grams to JTCHC patients at 5% or less.	**1.** When pregnancy test is confirmed, will screen every woman for high risk factors including age, tobacco use, substance use, oral health and nutrition. 2. Automatic referrals will be made to Healthy Start program, dental services and JTCHC nutritionist.

3.	**Adult health - Cancer**	Increase the percentage of women 21-64 year who received one or more Pap tests over 3 year period from 59% to 70%.	1. Utilize EHR reports to identify women who are due for PAP, and schedule a quarterly "Pap day/clinic" to get them in. 2. Through a successful partnership with Miami-Dade County Health Department (MDCHD) Project Screen Program female patients 50-64 years old at JTCHC can receive breast and cervical cancer screenings (mammograms and PAPs), at no cost. 3. Utilize promotional material to inform women at every visit.
	Cardiovascular	Increase the percentage of adult patients, 18-85 years, diagnosed with hypertension, whose BP is less than 140/90, from 55% to 70%.	Establish a Health & Wellness group that meets bi-monthly to assist patients with increasing physical activity, nutritional goals, and weight management.
	Diabetes	Increase the number of adult patients with diabetes whose most recent HbA1c is <= 9%, from 68% to 71%.	1. Nurse will generate reports monthly to track patients with A1c above 9 and call them. Interventions will be documented in medical record. 2. Nurse will monitor patients to ensure successful referrals to Podiatrist, nutritionist and LCSW. 3. Monthly classes offered on Health & Wellness to all Diabetic patients.
	Behavioral Health	80% of JTCHC patients 18+ years old receiving Medical Services will be screened for depression.	1. PHQ-9 form to screen for Depression was integrated into the Electronic Medical Record in February 2011. 2. Clinical support staff will complete PHQ-9 while prepping patient, and providers will follow-up during visit, if indicated. 2. Referrals to LCSW will be made for those whose score indicates risk for depression.
	Obesity	Increase number of patients age 18 years and older who had BMI documented and a follow-up plan if overweight/underweight from 46% to 60%.	Review with all providers how to document follow-up plan in EHR for all patients with low/high BMI
	Tobacco	Increase the number of patients 18 years and older seen for at least 2 visits who are users of tobacco, and who received documented advice to quit smoking from 63% to 80%.	Scheduled (2) CME trainings for all providers on Tobacco Assessment and Clinical Interventions. Tracking provider performance.
	Tobacco	Increase number of patients age 18 years + and seen for at least 2 office visits who were screened for tobacco use from 41% to 60%. 2011 baseline=41%	Scheduled (2) CME trainings for all providers on Tobacco Assessment and Clinical Interventions. This is also a Meaningful Use measure.

- Describe how cost effectiveness and overall achievement of project goals will be determined.

  The current Norland location has a cost per client of $451.36, a cost per encounter of $158.60 and total users of 2,765 generating 8,261 encounters. Our new site will be designed to improve patient flow, attract new patients by separating waiting rooms and provide new services to a medically underserved area. With the additional medical exam rooms and dental operatories, we expect to increase total users to 6,565 that will increase our cost per client to $516.77 but will decrease our cost per encounter to $156.34 as we will be offering more services to the users of the new site. The projected number of encounters to be generated will be 21,701 in a one year period.

- Current participation in health disparities collaborative & how participation will be applied to the proposed project.

  JTCHC is currently not participating in any health disparities collaborative, but has previously participated in collaboratives for Diabetes, Depression and Asthma. The strategies and lessons learned continue to be applied in the clinical practices and have been developed into an overall chronic disease management system. The concept of managing patient populations, monitoring and tracking patient registries, and utilizing an integrated Care Team approach are also part of the Primary Care Medical Home certification that JTCHC has achieved with Joint Commission, and soon with the National Center for Quality Assurance.

- Schedule of Service start up activities.

  This schedule is not applicable because the application is for "new construction".

e. Current Discount / Sliding Fee Scale

Jessie Trice Community Health Center
SLIDING FEE SCHEDULE
As of February 2012

FAMILY SIZE	SLIDING FEE TYPE BASED ON FAMILY INCOME ($)			
	A – Min	B - 33%	C - 66%	D - 100%
1	$0	$11,171	$16,756	$22,341
	11,170	16,755	22,340	+
2	0	$15,131	$22,696	$30,261
	15,130	22,695	30,260	+
3	0	$19,091	$28,636	$38,181
	19,090	28,635	38,180	+
4	0	$23,051	$34,576	$46,101
	23,050	34,575	46,100	+
5	0	$27,011	$40,516	$54,021

	27,010	40,515	54,020	+	
6	0	$30,971	$46,456		$61,941
	30,970	46,455	61,940	+	
7	0	$34,931	$52,396		$69,861
	34,930	52,395	69,860	+	
8	0	$38,891	$58,336		$77,781
	38,890	58,335	77,780	+	
9	0	$42,851	$64,276		$85,701
	42,850	64,275	85,700	+	
10	0	$46,811	$70,216		$93,621
	46,810	70,215	93,620	+	

Note: The sliding fee schedule is calculated as follows:

Base rate $ 10,890 Increment $ 3,960

A - Family income of 0% - 100% of Federal Poverty Guideline
B - Family income of 101% - 150% of Federal Poverty Guideline
C - Family income of 151% - 200% of Federal Poverty Guideline
D - Family income of 201% and above of Federal Poverty Guideline

f. For construction/renovation projects: Mark with an 'X' whether this project is requesting funds for construction of a:

☒ New facility
☐ Renovation of an existing facility
☐ Purchase of major equipment
☐ Addition to an existing facility

g. Is there, or will there be, an outstanding mortgage? Yes ☐ No ☒ If yes, provide *documentation of the current appraised value less any outstanding loans, liens, etc.*

h. Schedule of Construction Activity

In-house Concept Floor Plan Development & Programming	2 weeks	
Preliminary Site Plan	1 week	
Consultant selection	3 weeks	
Total		6 weeks
Design Development & Due Diligence Phase	8 weeks	
Zoning Variance	12 weeks	

Site Plan Approval Drawings	12 weeks	
Demolition Plan/Permit	6 weeks	
Demolition	4 weeks (within 180 of Grant Award)	
Total		20 weeks
Construction Documents Phase	16 weeks	
Interiors- FFE selection	4 weeks	
Permitting	12 weeks	
Biding/Award	6 weeks	
Total		28 weeks
Construction	40 weeks	
FFE (Fixture, Furniture and Equipment)	4 weeks	
CO – Move in	2 weeks	
Total		46 weeks
Total Project Timeline		**100 weeks 2 years**

QUALITY IMPROVEMENT

- Describe how proposed project services will be incorporated into existing quality improvement program.

  The primary care services offered at the new center will easily be incorporated in to the existing quality improvement program as all clinical practices are unified under the Electronic Health Record (called Intergy). With the EHR, protocols are standardized and monitoring and tracking of performance and clinical outcome measures are expanded to include any new practice sites. These include dashboards for performance measures at each site, along with Meaningful Use and Clinical outcome reports that are shared with the Care Team members. The Director of Performance Improvement, along with the Director of Nursing, is also responsible for ensuring care team members at each site receive training on the agency performance improvement plan. JTCHC utilizes the PDCA (Plan, Do, Check, Act) methodology and internal "Stop Light" management reports to identify areas for improvement. The JTCHC Ambulatory Care Committee and Corporate Performance Improvement Committee are also responsible for reviewing quality improvement initiatives and results on a monthly basis.

- Describe the Client Satisfaction system currently in place.

  JTCHC utilizes an electronic software program, called Client IQ, to monitor and measure patient satisfaction. The Client IQ program is loaded into a touch screen display mounted into a movable kiosk. Patients are directed to the kiosk and asked to complete the survey of 20 questions that asks how satisfied they are with the services they received and the staff who provided those services. If a patient indicates, they are dissatisfied, the system immediately distributes an email "alert" to the management response team, allowing a manager to respond to the patient *before*

they leave the center and seek to resolve the issue right away. All complaints must be addressed/resolved with 4-8 business hours, and are documented in a Complaint Tracking tool. If a complaint is not marked as resolved in the Tracking tool, a follow – up phone call is made to the patient. The kiosk is rotated monthly among the JTCHC sites, data is collected, and results reported monthly by site and in aggregate.

The results of Client IQ are reviewed monthly by the Senior Leadership Team and results summarized for the Performance Improvement Committee of the Board.

- Describe the provision of case management and enabling services, 24-hour coverage and hospital admissions.

JTCHC provides case management services to a variety of patients to include Healthy Start and those with HIV. Once patients are identified based on their diagnosis or needs, they are navigated to services which enhance quality of life. These services may include applications for Medicaid, Social Security, Vocational Rehabilitation, access to Healthy Mom and Baby Services which may include smoking cessation, new baby education and drug assistance programs. The case manager ensures access to information so that a client can make informed choices.

The full compliment of enabling services such as transportation, translation services and education are available to all JTCHC patients. The drivers provide door-to-door non-emergency transportation services for all center appointments. The transportation system is integrated with the patient appointment scheduling system in order to automate the route scheduling based on location and appointment times. Health Navigators rotate to all the JTCHC sites and provide education and eligibility assistance for a variety of resources based on the patient's need.

JTCHC utilizes an answering service to provide 24 hours/7 days a week coverage for after hours. Providers rotate on-call monthly, and respond within 30 minutes of receiving a call from the answering service. Through the EHR system, a provider can access a patient's chart securely after hours, transmit any needed medications electronically, and document the clinical advice given. JTCHC has several providers credentialed with one of the local hospitals in the community, North Shore Medical Center, and receives notices when our patients are admitted. Agreements are maintained with the other hospitals in the area, such at Hialeah Hospital and Jackson Memorial Hospital.

BUDGET DETAIL
July 2012-June 2013

Statement of Revenues and Expenses	
GRANT REVENUE	
GOB (Remaining Balance)	$ 877,300
Local Match *(21.135%)*	$ 422,700
State Match *(21.135%)*	$ 422,700
Federal Match *(57.73%)*	$1,154,600
Total Grant Revenue	$2,877,300
GRANT EXPENSES	
Salary & Wages	$ 139,020
Benefits	$ 27,800
Supplies	$ 0
Equipment	$ 286,900
Contractual	$ 0
Construction	$1,755,440
Other	$ 668,140
Total Grant Expenses	$2,877,300
Unduplicated Clients	6,565
Cost Per Client	$516.77
Encounters	21,701
Cost Per Encounter	$156.34

Total In-Kind, Voluntary, or Other Contributions:

None

DATE: 04/08/12

BUDGET NARRATIVE

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE ITEM DESCRIPTION	1ST BLDG QUANTITY	UNIT	1ST BLDG S/C	JTCHC Project Mgmt	TOTAL
DIVISION: 01 GENERAL					
01	8,000	SF	$ 67,440	$ -	
TOTAL DIVISION - GENERAL CONDITIONS			$ 67,440	$ -	$ 67,440
DIVISION: 02 SITE WORK					
02	8,000	SF	$ 168,000	$ -	
TOTAL DIVISION - SITE WORK & DEMOLITION			$ 168,000	$ -	$ 168,000
DIVISION: 03 CONCRETE					
03	8,000	SF	$ 188,000	$ -	
TOTAL DIVISION - CONCRETE			$ 188,000	$ -	$ 188,000
DIVISION: 04 MASONRY					
04	8,000	SF	$ 159,200	$ -	
TOTAL DIVISION - MASONRY			$ 159,200	$ -	$ 159,200
DIVISION: 05 METALS					
05	8,000	SF	$ 72,000	$ -	
TOTAL DIVISION - METALS			$ 72,000	$ -	$ 72,000
DIVISION: 06 WOOD AND PLASTICS					
06	8,000	SF	$ 40,000	$ -	
TOTAL DIVISION - WOOD AND PLASTICS: CARPENTRY & MILLWORK			$ 40,000	$ -	$ 40,000
DIVISION: 07 THERMAL AND MOISTURE					
07	8,000	SF	$ 40,000	$ -	
TOTAL DIVISION - THERMAL AND MOISTURE: ROOFING			$ 40,000	$ -	$ 40,000

DIVISION: 08 DOORS AND WINDOWS					
08	8,000	SF	$ 108,000	$ -	
TOTAL DIVISION - DOORS AND WINDOWS			$ 108,000	$ -	$ 108,000
DIVISION: 09 FINISHES					
09	8,000	SF	$ 160,000	$ -	
TOTAL DIVISION - FINISHES			$ 160,000	$ -	$ 160,000
DIVISION: 10 SPECIALTIES					
10	8,000	SF	$ 36,000	$ -	
TOTAL DIVISION - SPECIALTIES			$ 36,000	$ -	$ 36,000
DIVISION: 11 EQUIPMENT					
11	8,000	SF	$ 16,000	$ -	
TOTAL DIVISION - EQUIPMENT			$ 16,000	$ -	$ 16,000
DIVISION: 12 FURNISHINGS					
12	8,000	SF	$ 40,000	$ -	
TOTAL DIVISION - FURNISHINGS			$ 40,000	$ -	$ 40,000
DIVISION: 13 MECHANICAL					
PLUMBING					
13	8,000	SF	$ 128,000	$ -	
MECHANICAL: HEATING AND VENTILATION					
13	8,000	SF	Excluded	$ -	
MECHANICAL: AIR CONDITIONING					
13	8,000	SF	$ 96,800	$ -	
MECHANICAL: SPRINKLERS					
13	8,000	SF	$ 48,000	$ -	
TOTAL DIVISION - MECHANICAL			$ 272,800	$ -	$ 272,800
DIVISION: 14 ELECTRICAL					
14	8,000	SF	$ 172,000	$ -	
TOTAL DIVISION - ELECTRICAL			$ 172,000	$ -	$ 172,000
DIVISION: 15 CONTRACTORS SERVICES					
15	8,000	SF	$ 120,000	$ -	
TOTAL DIVISION - CONTRACTOR'S FEES			$ 120,000	$ -	$ 120,000

DIVISION: 16 ARCHITECT'S FEES				
16	8,000 SF	$ 96,000	$ -	
TOTAL DIVISION - ARCHITECTS'S FEES		$ 96,000	$ -	$ 96,000
TOTAL CONSTRUCTION COSTS		$ 1,755,440	$ -	$ 1,755,440
Contingencies (@ 10%)		$ 175,540	$ -	$ 175,540
		$ 1,930,980	$ -	$ 1,930,980
Equipment & Furniture		$ 286,900	$ -	$ 287,930
Permit & Impact Fees		$ 124,960	$ -	$ 124,960
Administration & Legal		$ 275,340	$ 244,120	$ 519,460
Project Inspection Fees		$ 15,000	$ -	$ 15,000
TOTAL PROJECT COST		$ 2,633,180	$ 244,120	$ 2,877,300

PAGE HELD FOR COMMITMENT OF CASH MATCH FROM LOCAL GOVERNMENT

Office of Mayor Shirley Gibson

April 9, 2012

Ms. Annie R. Neasman, President and CEO
Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, FL 33142

Re: Miami Gardens Partnership with the Jessie Trice Community Health Center

Dear Ms. Neasman:

We are pleased to express our support for the proposal you are submitting for the relocation of the Norland Center located at 18360 NW 7th Avenue in the City of Miami Gardens. This center provides much needed services to our community particularly the elderly population. The new facility (a comprehensive health and wellness center) will be built and designed to replace the current medical center. It will provide additional services to meet the unique needs of our senior community, and the challenges of our active senior patient base. The services will include health, wellness, fitness and social and lifestyle educational enhancements. It is envisioned that therapeutic, geriatric case management, visiting nurses, and adult daycare will be provided for this population.

The City and JTCHC are currently in discussions on terms but the general parameters are as follows:

1. CMG will lease land to JTCHC for a period of 30-40 years at $1 per year with options to renew. Once JTCHC vacates the premises at the end of lease, the building will revert back to CMG ownership.

2. CGM will subordinate their interests on the land to the Federal government per the Notice of Federal Interest and Title 45 CFR part 74 or 92 should federal dollars be used for construction.

3. The Senior Wellness Center will house the re-location of the Norland Center along with space dedicated to senior citizen health & wellness programs, to be operated by CMG

4. It is understood that JTCHC needs 7,000 sq. ft. of space in order to facilitate medical services operations and CMG needs 21,000 sq., ft. of space in order to facilitate the senior wellness services.

5. CGM will provide Operating dollars to support senior citizen health & wellness programs including promotion of site/programs.

6. CGM and JTCHC logos on all correspondence related to this partnership.

The City of Miami Gardens recognizes the importance of this grant and the benefits it would provide for the population of this community. Therefore, it is the intention of the City to provide any support and/or assistance to JTCHC for the well-being of the residents of Miami-Dade County.

Sincerely,

Shirley Gibson

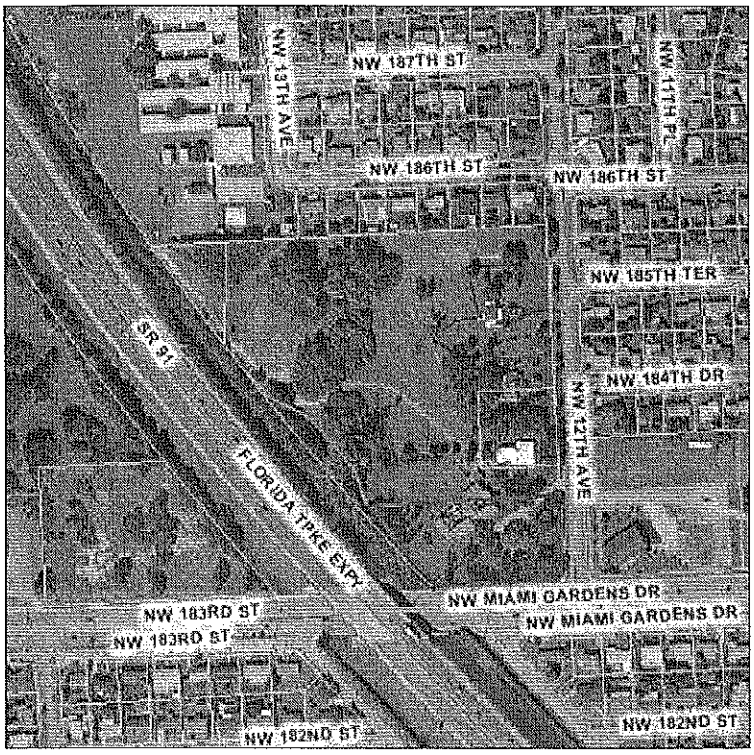
Shirley Gibson
Mayor

1515 N W 167 Street Bldg.5. Suite 200. Miami Gardens, Florida 33169.Tel : 305-622-8010. Fax : (305) 622-8322

My Home
Miami-Dade County, Florida

miamidade.gov MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 184 ft

This map was created on 11/9/2011 12:17:44 PM for reference purposes only.

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Summary Details:

Folio No.:	34-2102-000-0041
Property:	18330 NW 12 AVE
Mailing Address:	CITY OF MIAMI GARDENS 1515 NW 167 ST BLDG 5 STE 200 MIAMI GARDENS FL 33169-

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0040 MUNICIPAL
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	12,937
Lot Size:	76,349 SQ FT
Year Built:	1966
Legal Description:	2 52 41 1.753 M/L BEG 50FTN & 59.91FTW OF SE COR OF SE1/4 OF SW1/4 TH W300.92FT TO NE R/W/L SUNSHINE ST PKWY NWLY ALG SD R/W/L 259.83FT E492.42FT S175.09FT TH BY CURVE TO RIGHT

Assessment Information:

Year:	2011	2010
Land Value:	$175,603	$206,142
Building Value:	$734,064	$742,937
Market Value:	$909,667	$949,079
Assessed Value:	$909,667	$949,079

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$909,667/$0	$949,079/$0
County:	$909,667/$0	$949,079/$0
City:	$909,667/$0	$949,079/$0
School Board:	$909,667/$0	$949,079/$0

Sale Information:

Sale Date:	8/2009
Sale Amount:	$3,600,000
Sale O/R:	26980-1362
Sales Qualification Description:	Deeds to or executed by a federal, state, or local government agency (including trustees (or Board) of the Internal Improvement Trust Fund, courts, counties, municipalities, sheriffs, or educational organizations)
View Additional Sales	

My Home
Miami-Dade County, Florida

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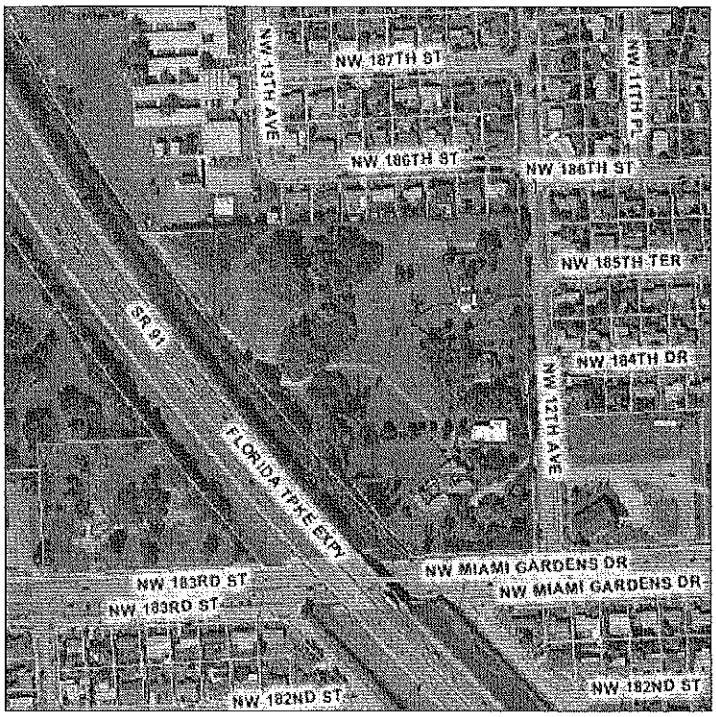
Property Information Map



Aerial Photography - 2009 0 184 ft

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GO

Summary Details:

Folio No.:	34-2102-000-0040
Property:	18330 NW 12 AVE
Mailing Address:	CITY OF MIAMI GARDENS 1515 NW 167 ST BLDG 5 STE 200 MIAMI GARDENS FL 33169-

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0040 MUNICIPAL
Beds/Baths:	3/3
Floors:	1
Living Units:	1
Adj Sq Footage:	1,987
Lot Size:	10.96 ACRES
Year Built:	1926
Legal Description:	2 52 4110.97 AC M/L N690FT OF S940FT OF SW1/4 LESS N191FT OF S572FT OF E220FT & LESS SW1/4 OF SE1/4 OF SW1/4 & LESS AT E35FT ALL LYG E OF SUNSHINE STATE PKWY & LESS COMM S1/4 OF

Assessment Information:

Year:	2011	2010
Land Value:	$1,098,731	$1,289,814
Building Value:	$45,797	$45,857
Market Value:	$1,144,528	$1,335,671
Assessed Value:	$1,144,528	$1,335,671

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$1,144,528/ $0	$1,335,671/ $0
County:	$1,144,528/ $0	$1,335,671/ $0
City:	$1,144,528/ $0	$1,335,671/ $0
School Board:	$1,144,528/ $0	$1,335,671/ $0

Sale Information:

Sale Date:	8/2009
Sale Amount:	$3,600,000
Sale O/R:	26980-1358
Sales Qualification Description:	Deeds to or executed by a federal, state, or local government agency (including trustees (or Board) of the Internal Improvement Trust Fund, courts, counties, municipalities, sheriffs, or educational organizations)
View Additional Sales	

1. DATE ISSUED: 01/09/2012	2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 5 H80CS00732-11-00	4b. GRANT NO.: H80CS00732	5. FORMER GRANT NO.: H27CS01737
6. PROJECT PERIOD: FROM: 02/01/2002 THROUGH: 01/31/2016		
7. BUDGET PERIOD: FROM: 02/01/2012 THROUGH: 01/31/2013		

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
Public Health Service Act, Title III, Section 330
Public Health Service Act, Section 330, 42 U.S.C. 254b
Affordable Care Act, Section 10503

8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER

9. GRANTEE NAME AND ADDRESS:
Jessie Trice Community Health Center, Inc.
700 S Royal Poinciana Blvd
Miami Springs, FL 33166-6667
BHCMIS # 040330

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Annie R Neasman
Jessie Trice Community Health Center, Inc.
700 S Royal Poinciana Blvd
Miami Springs, FL 33166-6667

11.APPROVED BUDGET:(Excludes Direct Assistance)

[ ] Grant Funds Only

[X] Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	$11,538,020.00
b . Fringe Benefits :	$2,192,227.00
c . Total Personnel Costs :	$13,730,247.00
d . Consultant Costs :	$0.00
e . Equipment :	$0.00
f . Supplies :	$705,570.00
g . Travel :	$159,700.00
h . Construction/Alteration and Renovation :	$0.00
i . Other :	$2,175,079.00
j . Consortium/Contractual Costs :	$1,603,340.00
k . Trainee Related Expenses :	$0.00
l . Trainee Stipends :	$0.00
m . Trainee Tuition and Fees :	$0.00
n . Trainee Travel :	$0.00
o . TOTAL DIRECT COSTS :	$18,373,936.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	$0.00
q . TOTAL APPROVED BUDGET :	$18,373,936.00
i. Less Non-Federal Share:	$10,901,013.00
ii. Federal Share:	$7,472,923.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	**$7,472,923.00**
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$0.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$6,227,437.00
d. Less Cumulative Prior Awards(s) This Budget Period	$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$1,245,486.00**

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
12	$7,472,923.00
13	$7,472,923.00
14	$7,472,923.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

A=Addition B=Deduction C=Cost Sharing or Matching D=Other **[D]**

Estimated Program Income: $5,885,300.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached **[X]Yes [ ]No**)

Electronically signed by Helen Harpold , Grants Management Officer on : 01/09/2012

17. OBJ. CLASS: 41.51	18. CRS-EIN: 1591235617A1	19. FUTURE RECOMMENDED FUNDING: $0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
12 - 398160B	93.527	H80CS00732D0	$1,245,486.00	$0.00	CH	N/A

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants.hrsa.gov/webexternal/login.asp to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772;301-998-7373.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This Notice of Award (NoA) is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a "Prior Approval" action, via the Electronic Handbooks (EHBs), and approved by HRSA prior to implementation. Grantees under "Expanded Authority", as noted in the "Remarks" section of the NoA, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf.

2. This action approves the FY 2012 Budget Progress Report or Service Area Competition application and awards pro-rated support through March 31, 2012, based on the grantee's target FY 2012 funding under the Health Center (HC) program. A revised Notice of Award (NoA) will be issued before March 31st that will provide additional grant support for the budget period that is consistent with the spending plan developed, based on the final FY 2012 appropriation for the HC program.

Program Specific Term(s)

1. If Federal funds have been used toward the costs of acquiring a building, including the costs of amortizing the principal of, or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Grant Award for assistance regarding Federal Interest in the property within 60 days of the issue date of this award.
2. All HRSA grantees that receive discretionary funding issued under Section 330, Community Health Cluster Programs (H80), must ensure that all Federal funds used in support of this project adhere to the applicable cost principles identifiable to your type of organization (i.e., OMB Circular A-122, Cost Principles for Non-Profit Organizations and OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments). Special attention is called to Sections 11 and 15 within Attachment B of both OMB Circulars A-122 and A-87, regarding the cost treatment of depreciation and equipment and other capital expenditures.
   Be advised if Federal funds from this grant are used to pay for equipment, which meets the Federal equipment definition as defined in Title 45 CFR Parts 74.2 and 92.3 as appropriate, and in the applicable cost principles, your organization will be required to provide a list of the equipment item(s) that are to be purchased and the cost per item. This information MUST be submitted to the Division of Grants Management Operations (DGMO) within 30 days of receipt of this Notice of Grant Award (NGA). If we do not receive this information, our records and your subsequent annual award will reflect that only non-Federal resources were used to support these costs. Should you have any concerns regarding the allowability of Federal costs please contact DGMO prior to expending funds on any questionable items.
3. Program income (item 15(d)) - Non-grant funds (State, local, and other operational funding and fees, premiums, and third-party reimbursements which the project may reasonably be expected to receive, including any such funds in excess of those originally expected), shall be used as permitted under the law and may be used for such other purposes as are not specifically prohibited under the law if such use further the objectives of the project.
4. An independent annual financial audit of any books, accounts, financial records, files, and other papers and property which relate to the disposition or use of the funds received under this grant and such other funds received by or allocated to the project for which such grant was made is required by the authorizing legislation. The due date for all audits is within 30 days of receipt of the audit from the auditor or within 9 months of the end of the corporate fiscal year, whichever is earlier. OMB Circular A-133 requires that an A-133 audit (total Federal funds expended in the corporate fiscal year must be $500,000 or more) must be conducted for the entity named in block 9 of this Notice of Grant Award and that a copy of the audit must be sent to the Federal Audit Clearinghouse designated by OMB (Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132, PHONE: (310) 457-1551, (800)253-0696 (toll free), email: http://harvester.census.gov/sac/facconta.htm.
   In addition, section 330(q) of the Public Health Service Act also requires that entities funded under section 330 be audited. For this reason, a

copy of the A-133 audit must also be submitted to the HRSA through the electronic handbooks. The A-133 audit reporting package submitted to HRSA must include:

Evidence that the audit included a review and opinion on the compliance standards for the Health Centers program (CFDA 93.224) contained in the applicable A-133 Compliance Supplement. If not required by OMB Circular A-133 (Total Expenditure of Federal funds is less than $500,000), per section 330(g) of the Public Health Service Act, the audit, must be completed in accordance with generally accepted accounting principles and must evaluate:

A. The entity's implementation of cost accounting requirements,

B. The processes used by the entity to meet the financial and program reporting requirements; and,

C. The billing and collection procedures of the entity and the relation of the procedures to its fee schedule and schedule of discounts and to the availability of health insurance and public programs to pay for the health services it provides.

D. The audit must include the Auditor's report (including the auditor opinion, financial statements, auditor's notes and required communication from the auditor. In addition, the audit must include any management letters issued by the auditor. The non-A133 audit must be submitted to the HRSA through the electronic handbooks.

5. If your organization purchases or reimburses for outpatient drugs, an assessment must be made to determine whether the organization drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness (See 42 CFR Part 50, Subpart E, and OMB Circulars A-122 and A-87 regarding cost principles). If your organization is eligible to be a covered entity under Section 340B of the Public Health Service Act and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in section 340B), failure to participate may result in a negative audit finding, cost disallowance or grant funding offset.
6. Uniform Data System (UDS) report is due in accordance with specific instructions from the Program Office.
7. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).

Standard Term(s)

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
2. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.
4. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

   In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds $100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or $250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is $200,000, if the total approved budget is $300,000, cumulative changes within that budget period exceeding $75,000 would require prior approval). For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers

within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding $25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

5. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.
6. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
7. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free http://harvester.census.gov/sac/facconta.htm
8. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.
9. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Grant Award to obtain a copy of the Term.

Reporting Requirement(s)

1. **Due Date: 04/30/2013**
   The grantee must submit a Federal Financial Report (FFR), no later than April 30, 2013. The report should reflect cumulative reporting, within the project period, and must be submitted using the Electronic Handbooks (EHBs).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Robert Aguero	Business Official	raguero@hcnetwork.org
Annie R Neasman	Program Director	aneasman@hcnetwork.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Naomi Okinishi at:
MailStop Code: 17-39
HRSA/BPHC/Central Southeast Division
5600 Fishers Lane
Rockville, MD, 20857-0001
Email: NOkinishi@hrsa.gov
Phone: (301)594-0253

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Susan Ryan at:
MailStop Code: 11-03
HRSA/OFAM/DGMO/HSB
5600 Fishers Lane
RM 12A-07
Rockville, MD, 20857-0001
Email: sryan@hrsa.gov
Phone: (301)594-4268
Fax: (301)443-9810

Exhibit B – Resolution

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 Jessie Trice Community Health Center, Inc., a Florida nonprofit corporation ("JTCHC") is entered into this _____ day of _____, 2012.

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-855-08 this Board previously allocated $4,000,000 million from BBC Program Project No. 305 to JTCHC (the "Funding Allocation") to be used to fund expansion of existing space as well as construction of new clinical space; and

WHEREAS, to date JTCHC has expended $2,700,000 of the Funding Allocation, such that $1,300,000 of the Funding Allocation remains unexpended (the "Remaining Allocation"; and

WHEREAS, JTCHC will construct a new clinic facility located at 18330 NW 12th Avenue in Miami (the "New 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 construct the New Clinic, JTCHC 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 $422,700 (the "Local Match"), which, subject to award of LIP Grant Funds to JTCHC for the Project, the County has agreed to provide to the State as a grant which will be funded from a portion of the $4,000,000 previously allocated from the BBC Program Project No. 305 to JTCHC; and

WHEREAS, subject to award of LIP Grant Funds to JTCHC for the Project, the Remaining Allocation shall be disbursed in two allocations of which $422,700 has been allocated by the County to the State as the Local Match for LIP Grant Funds (the "State

Funding Cycle Allocation") and $877,300 has been allocated to JTCHC for the Project (the "JTCHC 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 New 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 $422,700 to JTCHC and, pursuant to the terms of this Agreement, JTCHC 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, JTCHC and TD Bank, N.A. 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 JTCHC, the County and TD Bank, N.A., 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 $2,877,300 (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 GOB Program bond proceeds and the execution of subsequent agreement(s) between the County and JTCHC; and

WHEREAS, as consideration for, among other things, the County's agreement to provide the Local Match, JTCHC 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 JTCHC had received the State Funding Cycle Allocation directly; and

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

WHEREAS, the County and the Board of Directors of the JTCHC 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 JTCHC 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 JTCHC 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 JTCHC through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation and each JTCHC 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 $422,700. 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 JTCHC an amount equal to $422,700 no later than June 15, 2013 for the sole purpose of funding the Project. JTCHC agrees that it shall deposit $422,700 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. JTCHC 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 JTCHC'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 JTCHC is not in breach of this Agreement and JTCHC has demonstrated that it has adequate funds to complete the Project. JTCHC 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 State Funding Cycle Allocation. Cost overruns are the sole responsibility of JTCHC. The County shall not be obligated to reimburse JTCHC from the JTCHC 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 JTCHC 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:** JTCHC may only use the amounts on deposit in the Escrow Account for the purpose of constructing 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, JTCHC shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. JTCHC 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 JTCHC 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, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC'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:** JTCHC agrees to demonstrate fiscal stability and the ability to administer the Remaining 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. The Project budget is attached as Exhibit 1. Further, JTCHC agrees that all expenditures will be subject to the terms of this Agreement. If JTCHC 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, JTCHC must request in writing that the County Mayor review and approve such revisions. JTCHC'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 JTCHC 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, JTCHC must submit to the County Mayor, a written report documenting that JTCHC is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. JTCHC 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 JTCHC 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 JTCHC.

The County Mayor must approve these reports for the JTCHC 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 JTCHC's operations and the Project, which may include visits by County representatives to: observe the Project or JTCHC's programs, procedures, and operations; discuss JTCHC's programs with JTCHC's personnel; and/or evaluate the public impact of the Project. Upon request, JTCHC 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 JTCHC is not in compliance with the terms of this Agreement or the BBC GOB Administrative Rules or for other reasons which significantly impact on JTCHC's ability to fulfill the conditions of this Agreement, then the County Mayor must provide in writing to JTCHC, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on JTCHC's ability to complete the Project or fulfill the terms of this Agreement within a reasonable time frame. If JTCHC 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 the balance of the JTCHC Funding Cycle Allocation, until such time as JTCHC can demonstrate that such issues have been corrected. Further, in the event that JTCHC 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 JTCHC refuses or is unable to address the areas of concern, then the County Mayor may request the return of the full or partial JTCHC Funding Cycle Allocation. The County Mayor may also institute a moratorium on applications from JTCHC 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, JTCHC 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:** JTCHC shall disclose in writing, the identity and title of individuals whom JTCHC authorizes to withdraw funds from the Escrow Account. The Escrow Account must be segregated from other accounts maintained by or for JTCHC. 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:** JTCHC 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 JTCHC 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 JTCHC's offices or other approved site under the direct control and supervision of JTCHC 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 JTCHC, 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 JTCHC 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 JTCHC (and any affected contractor and materialman) from OIG, JTCHC (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 JTCHC, its contractors and their respective officers, agents and employees. JTCHC 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 JTCHC, 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 JTCHC.

Section 10. **Publicity and Credits:** JTCHC 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, JTCHC 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. JTCHC 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. JTCHC shall submit sample of mock up of such publicity or materials to the County for review and approval. JTCHC 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 JTCHC 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 JTCHC, its officers, agents and employees are independent contractors and solely responsible for the Project.

JTCHC 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.

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

JTCHC 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 JTCHC or its employees, agents, servants, partners, principals, subconsultants or subcontractors. JTCHC 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. JTCHC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by JTCHC 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:** JTCHC 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 the JTCHC Funding Cycle Allocation and reimbursement by JTCHC of its full value to the County.

Section 14. **Compliance with Laws:** It shall be a contractual obligation of JTCHC hereunder and JTCHC 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.

JTCHC 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.

JTCHC 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 JTCHC 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.

JTCHC 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.

JTCHC 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 JTCHC:

(1) If JTCHC uses the amounts disbursed from the Escrow Account for costs not associated with the Project (i.e., ineligible costs), and JTCHC fails to cure its default within thirty (30) days after written notice of the default is given to JTCHC 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 JTCHC commences diligently and thereafter continues to cure.

(2) If JTCHC 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 JTCHC fails to cure its default within thirty (30) days after written notice of the default is given to JTCHC 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 JTCHC commences diligently and thereafter continues to cure.

(3) If JTCHC fails to deposit $422,700 in the Escrow Account immediately upon receipt of such funds from the State, and JTCHC fails to cure its default within three business (3) days after written notice of the default is given to JTCHC 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 JTCHC; 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 JTCHC's breach of this Agreement, JTCHC will not be eligible to apply to the County for another grant for a period of one (1) year, commencing on the date JTCHC receives the notice in writing of the breach of this Agreement. Further, JTCHC 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

With a copy to:
Office of Management & Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Tel. (305) 375-2504
Fax. (305) 375-5168

JTCHC:

Annie R. Neasman RN, MS
President & CEO
Jessie Trice Community Health Care Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, Florida 33142
Tel. (305)805-1700
Fax. (305) 805-1715

Director

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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 JTCHC 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 JTCHC 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 JTCHC:** JTCHC represents that this Agreement has been duly authorized, executed and delivered by the governing body of JTCHC and it has granted Annie R. Neasman, its President & CEO, the required power and authority to execute this Agreement. JTCHC 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. JTCHC also agrees to accept and comply with the BBC GOB Administrative Rules. JTCHC 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 JTCHC is not in breach of this Agreement and JTCHC 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:** JTCHC must maintain and shall furnish to the County, Office of Management and Budget, 111 NW 1st Street, Suite 2200, Miami, Florida 33128, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

Design Stage:

Professional Liability Insurance in the name of the licensed design professional for this project in an amount not less than $1,000,000 per claim.

Construction Stage:

A. Worker's Compensation Insurance for all employees of JTCHC 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. **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.

D. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction. The policy shall show Miami-Dade County as a loss payee ATIMA.

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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.

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

Section 25. **Special Conditions:** The Local Match was remitted to the State for the Project with the understanding that JTCHC 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, JTCHC agrees that funding provided to JTCHC 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 $422,700 received by JTCHC 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 addition, JTCHC agrees that construction of the Project shall commence within one hundred eighty (180) days of the dated date of the LIP Grant award letter.

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

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

(JTCHC's Corporate Seal)

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

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

on the ____ day of _____, 2011

By: _____ _____
County Mayor Date

Jessie Trice Community Health Center, Inc.:

on the ____day of _____, 2011

Federal Identification # 59-1235617

By_____
(name)
(title)

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Initial an Date 4/26/12

Miami-Dade County
Building Better Communities General Obligation Bond Program (GOB)

Jessie Trice Community Health Center, Inc.

Provide Project Name: 18330 N.W. 12th Avenue, Miami gardens, Fl

Project Number 305.1-76333

REVENUES				Milestones	EXPENSES		
FY 2012 GOB Allocation	Future GOB Allocations	Other Funding Allocations	Total Estimated Revenues		Projected Schedule Start Date	End Date	Total Estimated Expenses
275,000			275,000	Project Administration	7/2/2012	7/16/2012	275,000
			0	Project Administration (Non-GOB)			0
			0	Land Acquisition	N/A	N/A	0
			0	Land Acquisition (Non-GOB)	N/A	N/A	0
96,000			96,000	Pre-design, Planning, including preliminary engineering	7/16/2012	12/21/2012	96,000
				Pre-design, Planning, including preliminary (Non-GOB)			0
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
			0	Design (Non-GOB)			0
51,700			51,700	Dry run/permit	12/24/2012	3/15/2013	51,700
			0	Dry run/permit (Non-GOB)			
			0	Contractor Selection	12/24/2012	2/1/2013	0
			0	Contractor Selection (Non-GOB)			0
	877,300		877,300	Construction On Going	3/18/2012	2/7/2014	877,300
		1,577,300	1,577,300	Construction On Going (Non-GOB)	3/18/2012	2/7/2014	1,577,300
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
422,700	877,300	1,577,300	2,877,300	TOTALS			2,877,300

*** Other Funding (List sources and amounts)**

Funding Source	Amount
Federal Medicaid Match	1,154,600
State Match	422,700

Total: 1,577,300

Project Narrative/Description

Jessie Trice Community Health Center (JTCHC) will construct a new Community Health and Wellness Center on vacant land donated by the City of Miami Gardens that we envision will provide comprehensive the primary care services(e.g. Pediatrics, OB/GYN, General Medicine, Geriatrics and Dental) along with a Wellness Center. The new center will replace JTCHC Norland Medical Center which is too small to meet the need of the targeted population. Upon completion of this 27,100sq. ft. multiphased project, the new center will provide for the healthcare needs of the residents in Miami Gardens and northern Miami-Dade County. The total cost of the the project will be $8,130,000 with funding derived from multiple sources.

GOB Total Funding Allocation Narrative/Description

GOB funds will be used during **(Phase 1)** of the Community Health and Wellness Center to construct an 8,000sq ft facility which will be an increase of 5,760 sq ft compared to the existing Norland Center. The additional space will include twelve (12) patient medical examination suites and four(4) dental operatories. This will be an increase over the five(5) medical examination rooms and three(3) dental operatories currently at the Norland Center. Norland provides services to 2,765 unduplicated patients resulting in 8,261 encounters. As a result of the additional space, we project that we will see an estimated 3800 (37.4% increase) unduplicated patient which will result in 13,440 (62.3% increase) patient encounters. An additional benefit of this project will be the increase in minority medical providers two(2) Physicians and one(1) ARNP. The existing Norland center has one(1) Physician, one(1) Dentist and one(1) Registered Nurse.

GOB 2011 Funding Allocation Narrative/Description

GOB funding will total $422,700 for 2011-2012 County fiscal year.

**For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

State Primary Care Office Expanding Access to Primary Care (FQHCs)

Fiscal Year 2012-2012

Florida Department of Health -- Division of Health Access and Tobacco

TITLE PAGE
PROJECT FUNDING REQUEST

FLORIDA DEPARTMENT OF HEALTH
FEDERALLY QUALIFIED HEALTH CENTER EXPANSION ACT

PROJECT INFORMATION	
Project Title	*Client/Service Expansion* ☐ *Construction/Renovation* ☒
Jessie Trice Health & Wellness Center – Miami Gardens	
Health Center Name	*Health Center County*
Jessie Trice Community Health Center, Inc.	Miami-Dade
Address	
5607 NW 27th Avenue Suite #1 Miami, Florida 33142	
Medicaid Locator/Identifier Number for Project	
029541808	
PROJECT CONTACT INFORMATION	
Contact Name	*Title*
Annie R. Neasman	President & CEO
Address	
5607 NW 27th Avenue Suite #1 Miami, Florida 33142	
Phone Number	*Fax Number*
305-805-1700 Extension 0	305-805-1715
Email	*Federal ID Number*
Aneasman@hcnetwork.org	59-1235617
Funding Requested	
State Match ***(21.135%)***	$ 422,700
Local Match ***(21.135%)***	$ 422,700
Federal Medicaid Match ***(57.73%)***	$1,154,600
Total Project Funding Requested	**$2,000,000**

This application must be signed and dated by an authorized representative of the applicant.

Annie R. Neasman — Name/Printed

President & CEO — Title

Signature

March 21, 2012 — Date

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Project Narrative Description

Project Summary/Abstract

This application is for a capital development project to increase access to comprehensive services for families and seniors in the Miami-Gardens community. Funding for this project will build a new facility (Jessie Trice at Miami Gardens -- Community Health and Wellness Center) designed to replace the current Norland Medical Center – which is too small to meet the needs of the target population. This new center will be located inside Miami Gardens city limits at Miami Gardens Drive and 12th Avenue. This will be a unique facility to provide children, adults, and seniors with medical and dental services.

Statement of Need

a. Identify/describe both the *total and project target populations* and the need for health services.

The current Norland location is in a strip mall without additional expansion potential. It is composed of five exam rooms, lab draw station, and a small two chair dental suite. Waiting room space is minimal and usually overcrowded. The project has been designed to be built in phases as funding becomes available to complete a Comprehensive Health and Wellness Center. The proposed first phase of the project will have 8,000 square feet with twelve patient medical exam rooms and four dental operatory rooms plus all furniture and equipment necessary to begin operating once a Certificate of Occupancy has been obtained. Overall, we envision a facility that will serve the total primary care population (i.e. Pediatrics, Ob/Gyn, General Medicine, Geriatrics and Dental) along with a Wellness Center._The target populations for the proposed project are residents of the City of Miami Gardens. The City of Miami Gardens was incorporated on May 12, 2003, as the 33rd city and the 3rd largest in Miami Dade County. It is located at the North-west corner of the Jessie Trice Community Health Center, Inc. catchment area. The city has population of 107,167, based on the 2010 Census. Thirty percent (30,656) of the city population is over the age of 50, 22% of the population is 55 or older. The focus of this center will include adults, pediatrics, and geriatrics. With uncertainty relative to Medicare and Medicaid, we look forward to working to reduce health care cost and increase the positive and successful health status of this exploding population groups.

The Unmet Needs Study, conducted by the Alliance for Aging (2007) found a high growth rate in the Black Senior population in the City of Miami Gardens. The study also found that the Median Family Income ($36,786) falls off dramatically for the 65 to 74 and 75+ age groups ($30,045 to $$20,682 and 10,542 respectively). The per capita income was $11,688. The Alliance statistics for the elderly in the population show a higher number of seniors 65+ who had 2 disabilities, including challenges with self-care. The study also indicated that a high number of seniors 65+ with 1 disability, with income below federal poverty level, had unmet needs (2,637 out of 28,972 (9.1%); For seniors age 75+ below the poverty level, 18.8% demonstrated unmet needs. (A special note: This study was done prior to the current recession).

Data indicates that about 9.9% of families and 14.0% of the population were living below the poverty line, including 15.2% of those under age 18. Additional information suggests that a disproportional number of senior raise grandchildren. A major consideration in the project design is the service accommodations for seniors, adults, and children in need of a comprehensive medical home. The facility design will provide proximity, while providing separation for these different age groups. Age specific services and accommodations will enhance the likelihood of the target population seeking health care in a consistent manner increasing the probability of a successful health outcome.

b. Identify the *health benefits* to be provided to the *project target population.*

Comprehensive health and dental services will be provided across all life cycles. This will include addressing all current and future barriers to care to the maximum extent possible through our collaboration with City of Miami Gardens. The City of Miami Gardens (Norland/Golden Glades) has a population of 107,167. Miami-Gardens is designated as both a Health Provider Shortage Area and Medically Under-served Area (HPSA/MUA). Using our current Norland clinical UDS data as an indicator, 72% of our patient base is uninsured, 26% covered by Medicaid/care, and only 2% have private insurance. Jessie Trice recognizes its responsibility as a safety-net provider to address the health related needs of this population.

Jessie Trice utilizes a fleet of handicap accessible wheel-chair vans to minimize lack of transportation as a barrier to health care. Jessie Trice and the City will collaborate to provide health navigators to facilitate and educate users on health insurance and access to other available services. The Health and Wellness component will help alleviate the stress of grant-parenting, adequate and appropriate nutrition, medication assistance, mental health issues, and for those who live alone the risk of social isolation.

Within this catchment area, Jackson Memorial Health Systems, a safety-net provider, operates both a freestanding primary healthcare clinic (North Dade Health Center) and a full service hospital (Jackson-North). We work collaboratively with JMHS on ER diversion, diagnostic referrals and specialty care. This relationship goes back several decades. The nearest Federally Qualified Health Center is in Broward County.

c. Provide the current 12-month baseline client data only as it relates to the target population to be addressed by this proposed project.

2,765 - Number of current unduplicated clients

8,261 - Number of current encounters

Time Period: From January 2011 to December 2011

Program Plan

a. Identify the projected number of new, unduplicated clients for which current services will be expanded and the projected number of client encounters; or identify the new services to be provided and the number of existing, unduplicated clients to receive those services and the number of client encounters, as a result of this project.

Construction/Client Expansion:
Number of new, unduplicated clients – 3,800
Number of encounters – 13,440
Encounters per client – 3.54 Visits per New client

What is the percent of the total target population that will be served by the proposed project? 61%

b. Type of Clinical Staff	# of FTEs	Existing	New
Physicians	3.0	1.0	2.0
ARNP	1.0	0.0	1.0
Registered Nurse	2.0	1.0	1.0
Dentist	1.0	1.0	0.0
Hygienist	1.0	0.5	0.5

Medical Assistants	8.0	3.0	5.0
Dental Assistants	3.0	2.0	1.0
Customer Service Representatives	6.0	2.0	4.0

c. List the type and cost of equipment to be purchased with these funds.

Type	Cost
Medical Practice Equipment & Office Furniture:	
12 Items - Digital Physician Scale 350+ lbs	$ 3,240
4 Items - Spot Vital Sign Unit, BP, Temp, Pulse Oximeter	$ 4,880
8 Items - Mobile Stand for Spot Monitor	$ 2,000
1 Items - EKG Machine	$ 3,250
12 Items - Thermometer , Sure Temp 4	$ 3,240
3 Items - Refrigerator (clean and dirty)	$ 690
3 Items - Thermometer (Refrigerator)	$ 240
16 Items - Desktop Terminal	$ 6,400
2 Items - Table Top Copier (multifunctional machine)	$ 2,000
4 Items - Lobby Tables	$ 600
30 Items - Lobby Chairs	$ 3,000
1 Items - Safe / Drop Box Diplomat	$ 500
5 Items - Desk (48" x 30" small)	$ 2,500
5 Items - Rolling chairs (Secretary Chairs)	$ 950
5 Items - File Cabinet (4 drawer verticle)	$ 1,100
5 Items - Supply Cabinet	$ 1,250
1 Items - AED Machine	$ 1,030
4 Items - Manual Exam Table	$ 4,400
8 Items - Power Procedure Chair w/Top	$ 26,000
12 Items - Airlift Physician's Stool / W Back	$ 1,800
12 Items - Side Chair w/arms	$ 3,360
12 Items - Wall Mounted Soap Dispenser (Dial)	$ 360
12 Items - Bio Hazard Waste Can	$ 1,200
12 Items - Exam Lamp	$ 1,680
12 Items - Glove Dispenser (Double)	$ 360
12 Items - Sundry Jar Set	$ 480
12 Items - Wire Bracket for Sharps	$ 360
12 Items - Wall Unit w/ Otoscope & Ophthal. & Therm, BP	$ 13,440
Total Medical Equipment & Office Furniture	**$ 90,310**
Dental Equipment & Office Furniture:	
1 Items - Refrigerator	$ 230
1 Items - Thermometer (Refrigerator)	$ 80
8 Items - Desktop Terminal	$ 3,200
1 Items - Table Top Copier (multifunctional machine)	$ 1,000
2 Items - Lobby Tables	$ 300
20 Items - Lobby Chairs	$ 2,000
4 Items - Desk (48" x 30" small)	$ 1,720
4 Items - Rolling chairs (Secretary Chairs)	$ 760
4 Items - File Cabinet (4 drawer verticle)	$ 880

2 Items - Supply Cabinet	$ 500
Operatory Equipment:	
4 Items - Midmark - 30 In. Std. Upper Storage Cabt	$ 1,720
4 Items - Midmark - Assistant'S Stool Silhouette	$ 2,260
4 Items - Midmark - Concept Lr Deliv'Y Sys-No	$ 17,380
4 Items - Midmark - Concept Lr Operatg Light	$ 6,660
4 Items - Midmark - Cuspidr L/R W/Asst. Instru	$ 9,060
4 Items - Midmark - Dentist Stool Silhouette	$ 1,940
4 Items - Midmark - Fs Treatment: Worksurf. Only	$ 3,780
4 Items - Midmark - Integra Free Standg. Center	$ 41,680
4 Items - Midmark - Integra Free Standg. Treat	$ 17,560
4 Items - Midmark - Interga G1/Cup/Towel Disp	$ 1,220
4 Items - Midmark - Midmark Cabinet-Mt Light	$ 8,600
4 Items - Midmark - Osc 63 In. Sink Rt/Storage Cab W/Bank Of Drawers	$ 13,760
4 Items - Midmark - Ultratrim Lr Chr, W/Silhouette	$ 26,060
Sterilization Room:	
1 Items - Midmark - Cleaner Ultrasonic Sonicl	$ 2,340
1 Items - Midmark - M11 Ultraclave W/Quiet Door	$ 4,600
1 Items - Midmark - M3 Ultrafast Auto Sterilizer	$ 4,030
1 Items - Scican - Statmatic 31 Maintenance	$ 2,160
Lab Room:	
1 Items - Handlr - Model Trimmer 1/4 Hp 10In	$ 420
1 Items - Handlr - Red Wing Lathe 16B/26A W/	$ 520
1 Items - Indgrn - Gleco Plaster Trap Complete	$ 90
1 Items - T & S - Vacuum Forming Machine	$ 280
1 Items - T & S - Vibrator Gray 110V	$ 120
Equipment Room - Items:	
1 Items - Midmark - Powervac, Single, 5-7 User	$ 9,790
1 Items - Midmark - Power Air Oiless Comp7-10	$ 7,640
1 Items - Midmark - Water Bypass Sys, 3/4 In	$ 670
1 Items - Midmark - Cp3 Control Panl, 1 V, 1 A, 1 W	$ 210
1 Items - Quiet Cover For Compressor	$ 1,370
Total Dental Equipment & Office Furniture	**$ 196,590**
Total Equipment & Furniture Budget	**$ 286,900**

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Program Plan

d. Health Status Outcomes: The new center will incorporate the following Outcome Measurements that reflect the full life-cycle:

	Focus Area	Project Goals	Major Planned Actions
1.	**Child Health**	80% of children who are regular JTCHC users will have a completed immunization series by age 2.	1. Data on immunizations given will be uploaded into Florida Shots data base, so children can be monitored and tracked. 2. Nurse/Medical Assistant will review patient charts prior to visit, to identify immunizations that are due.
	BMI	Increase the number of children age 2 - 17 who had a visit during the current year and who had BMI, counseling for nutrition and counseling for physical activity all documented during the measurement year from 35% to 50%.	1. Implement protocols on the Pediatric unit that ensures children receive counseling and education at every visit and that this is documented.
	Oral Health	Increase the number of children ages 0 to 3, who receive Fluoride Varnishes at JTCHC sites from 18% to 40%.	1. All children ages 0 to 3 years receiving dental and/or primary care services at JTCHC will be offered Fluoride Varnish at the end of their visit. 2. Utilize educational material in pediatric units and during outreach on mobile van to inform parents about the importance of early oral health for children.
	Asthma	Increase number of patients 5-40 years old with a diagnosis of persistent asthma who were prescribed long term control medication or an acceptable alternative from 44% to 60%.	Create patient registry and monitor drugs prescribed to asthmatic patients.
2.	**Prenatal and Perinatal Health**	Enroll 70% of pregnant patients within their 1st trimester of pregnancy.	1. Increased efforts & outreach through the Outreach Worker and mobile van, to educate community on importance of Prenatal care early in pregnancy. 2. Will provide every woman who comes in requesting a pregnancy test with 5-minute education session and brochure emphasizing importance of prenatal care.
		Maintain the percentage of births less than 1,500 grams to JTCHC patients at 5% or less.	1. When pregnancy test is confirmed, will screen every woman for high risk factors including age, tobacco use, substance use, oral health and nutrition. 2. Automatic referrals will be made to Healthy Start program, dental services and JTCHC nutritionist.

3.	**Adult health - Cancer**	Increase the percentage of women 21-64 year who received one or more Pap tests over 3 year period from 59% to 70%.	1. Utilize EHR reports to identify women who are due for PAP, and schedule a quarterly "Pap day/clinic" to get them in. 2. Through a successful partnership with Miami-Dade County Health Department (MDCHD) Project Screen Program female patients 50-64 years old at JTCHC can receive breast and cervical cancer screenings (mammograms and PAPs), at no cost. 3. Utilize promotional material to inform women at every visit.
	Cardiovascular	Increase the percentage of adult patients, 18-85 years, diagnosed with hypertension, whose BP is less than 140/90, from 55% to 70%.	Establish a Health & Wellness group that meets bi-monthly to assist patients with increasing physical activity, nutritional goals, and weight management.
	Diabetes	Increase the number of adult patients with diabetes whose most recent HbA1c is <= 9%, from 68% to 71%.	1. Nurse will generate reports monthly to track patients with A1c above 9 and call them. Interventions will be documented in medical record. 2. Nurse will monitor patients to ensure successful referrals to Podiatrist, nutritionist and LCSW. 3. Monthly classes offered on Health & Wellness to all Diabetic patients.
	Behavioral Health	80% of JTCHC patients 18+ years old receiving Medical Services will be screened for depression.	1. PHQ-9 form to screen for Depression was integrated into the Electronic Medical Record in February 2011. 2. Clinical support staff will complete PHQ-9 while prepping patient, and providers will follow-up during visit, if indicated. 2. Referrals to LCSW will be made for those whose score indicates risk for depression.
	Obesity	Increase number of patients age 18 years and older who had BMI documented and a follow-up plan if overweight/underweight from 46% to 60%.	Review with all providers how to document follow-up plan in EHR for all patients with low/high BMI
	Tobacco	Increase the number of patients 18 years and older seen for at least 2 visits who are users of tobacco, and who received documented advice to quit smoking from 63% to 80%.	Scheduled (2) CME trainings for all providers on Tobacco Assessment and Clinical Interventions. Tracking provider performance.
	Tobacco	Increase number of patients age 18 years + and seen for at least 2 office visits who were screened for tobacco use from 41% to 60%. 2011 baseline=41%	Scheduled (2) CME trainings for all providers on Tobacco Assessment and Clinical Interventions. This is also a Meaningful Use measure.

- Describe how cost effectiveness and overall achievement of project goals will be determined.

  The current Norland location has a cost per client of $451.36, a cost per encounter of $158.60 and total users of 2,765 generating 8,261 encounters. Our new site will be designed to improve patient flow, attract new patients by separating waiting rooms and provide new services to a medically underserved area. With the additional medical exam rooms and dental operatories, we expect to increase total users to 6,565 that will increase our cost per client to $516.77 but will decrease our cost per encounter to $156.34 as we will be offering more services to the users of the new site. The projected number of encounters to be generated will be 21,701 in a one year period.

- Current participation in health disparities collaborative & how participation will be applied to the proposed project.

  JTCHC is currently not participating in any health disparities collaborative, but has previously participated in collaboratives for Diabetes, Depression and Asthma. The strategies and lessons learned continue to be applied in the clinical practices and have been developed into an overall chronic disease management system. The concept of managing patient populations, monitoring and tracking patient registries, and utilizing an integrated Care Team approach are also part of the Primary Care Medical Home certification that JTCHC has achieved with Joint Commission, and soon with the National Center for Quality Assurance.

- Schedule of Service start up activities.

  This schedule is not applicable because the application is for "new construction".

e. Current Discount / Sliding Fee Scale

Jessie Trice Community Health Center
SLIDING FEE SCHEDULE
As of February 2012

FAMILY SIZE	SLIDING FEE TYPE BASED ON FAMILY INCOME ($)			
	A – Min	B - 33%	C - 66%	D - 100%
1	$0	$11,171	$16,756	$22,341
	11,170	16,755	22,340	+
2	0	$15,131	$22,696	$30,261
	15,130	22,695	30,260	+
3	0	$19,091	$28,636	$38,181
	19,090	28,635	38,180	+
4	0	$23,051	$34,576	$46,101
	23,050	34,575	46,100	+
5	0	$27,011	$40,516	$54,021

	27,010	40,515	54,020	+	
6	0	$30,971	$46,456		$61,941
	30,970	46,455	61,940	+	
7	0	$34,931	$52,396		$69,861
	34,930	52,395	69,860	+	
8	0	$38,891	$58,336		$77,781
	38,890	58,335	77,780	+	
9	0	$42,851	$64,276		$85,701
	42,850	64,275	85,700	+	
10	0	$46,811	$70,216		$93,621
	46,810	70,215	93,620	+	

Note: The sliding fee schedule is calculated as follows:

Base rate $ 10,890 Increment $ 3,960

A - Family income of 0% - 100% of Federal Poverty Guideline
B - Family income of 101% - 150% of Federal Poverty Guideline
C - Family income of 151% - 200% of Federal Poverty Guideline
D - Family income of 201% and above of Federal Poverty Guideline

f. For construction/renovation projects: Mark with an 'X' whether this project is requesting funds for construction of a:

- ☒ New facility
- ☐ Renovation of an existing facility
- ☐ Purchase of major equipment
- ☐ Addition to an existing facility

g. Is there, or will there be, an outstanding mortgage? Yes ☐ No ☒ If yes, provide *documentation of the current appraised value less any outstanding loans, liens, etc.*

h. Schedule of Construction Activity

In-house Concept Floor Plan Development & Programming	2 weeks	
Preliminary Site Plan	1 week	
Consultant selection	3 weeks	
Total		6 weeks
Design Development & Due Diligence Phase	8 weeks	
Zoning Variance	12 weeks	

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Site Plan Approval Drawings	12 weeks	
Demolition Plan/Permit	6 weeks	
Demolition	4 weeks (within 180 of Grant Award)	
Total		20 weeks
Construction Documents Phase	16 weeks	
Interiors- FFE selection	4 weeks	
Permitting	12 weeks	
Biding/Award	6 weeks	
Total		28 weeks
Construction	40 weeks	
FFE (Fixture, Furniture and Equipment)	4 weeks	
CO – Move in	2 weeks	
Total		46 weeks
Total Project Timeline		**100 weeks 2 years**

QUALITY IMPROVEMENT

- Describe how proposed project services will be incorporated into existing quality improvement program.

  The primary care services offered at the new center will easily be incorporated in to the existing quality improvement program as all clinical practices are unified under the Electronic Health Record (called Intergy). With the EHR, protocols are standardized and monitoring and tracking of performance and clinical outcome measures are expanded to include any new practice sites. These include dashboards for performance measures at each site, along with Meaningful Use and Clinical outcome reports that are shared with the Care Team members. The Director of Performance Improvement, along with the Director of Nursing, is also responsible for ensuring care team members at each site receive training on the agency performance improvement plan. JTCHC utilizes the PDCA (Plan, Do, Check, Act) methodology and internal "Stop Light" management reports to identify areas for improvement. The JTCHC Ambulatory Care Committee and Corporate Performance Improvement Committee are also responsible for reviewing quality improvement initiatives and results on a monthly basis.

- Describe the Client Satisfaction system currently in place.

  JTCHC utilizes an electronic software program, called Client IQ, to monitor and measure patient satisfaction. The Client IQ program is loaded into a touch screen display mounted into a movable kiosk. Patients are directed to the kiosk and asked to complete the survey of 20 questions that asks how satisfied they are with the services they received and the staff who provided those services. If a patient indicates, they are dissatisfied, the system immediately distributes an email "alert" to the management response team, allowing a manager to respond to the patient *before*

they leave the center and seek to resolve the issue right away. All complaints must be addressed/resolved with 4-8 business hours, and are documented in a Complaint Tracking tool. If a complaint is not marked as resolved in the Tracking tool, a follow – up phone call is made to the patient. The kiosk is rotated monthly among the JTCHC sites, data is collected, and results reported monthly by site and in aggregate.

The results of Client IQ are reviewed monthly by the Senior Leadership Team and results summarized for the Performance Improvement Committee of the Board.

- Describe the provision of case management and enabling services, 24-hour coverage and hospital admissions.

JTCHC provides case management services to a variety of patients to include Healthy Start and those with HIV. Once patients are identified based on their diagnosis or needs, they are navigated to services which enhance quality of life. These services may include applications for Medicaid, Social Security, Vocational Rehabilitation, access to Healthy Mom and Baby Services which may include smoking cessation, new baby education and drug assistance programs. The case manager ensures access to information so that a client can make informed choices.

The full compliment of enabling services such as transportation, translation services and education are available to all JTCHC patients. The drivers provide door-to-door non-emergency transportation services for all center appointments. The transportation system is integrated with the patient appointment scheduling system in order to automate the route scheduling based on location and appointment times. Health Navigators rotate to all the JTCHC sites and provide education and eligibility assistance for a variety of resources based on the patient's need.

JTCHC utilizes an answering service to provide 24 hours/7 days a week coverage for after hours. Providers rotate on-call monthly, and respond within 30 minutes of receiving a call from the answering service. Through the EHR system, a provider can access a patient's chart securely after hours, transmit any needed medications electronically, and document the clinical advice given. JTCHC has several providers credentialed with one of the local hospitals in the community, North Shore Medical Center, and receives notices when our patients are admitted. Agreements are maintained with the other hospitals in the area, such at Hialeah Hospital and Jackson Memorial Hospital.

BUDGET DETAIL
July 2012-June 2013

Statement of Revenues and Expenses	
GRANT REVENUE	
GOB (Remaining Balance)	$ 877,300
Local Match *(21.135%)*	$ 422,700
State Match *(21.135%)*	$ 422,700
Federal Match *(57.73%)*	$1,154,600
Total Grant Revenue	$2,877,300
GRANT EXPENSES	
Salary & Wages	$ 139,020
Benefits	$ 27,800
Supplies	$ 0
Equipment	$ 286,900
Contractual	$ 0
Construction	$1,755,440
Other	$ 668,140
Total Grant Expenses	$2,877,300
Unduplicated Clients	6,565
Cost Per Client	$516.77
Encounters	21,701
Cost Per Encounter	$156.34

Total In-Kind, Voluntary, or Other Contributions:

None

DATE: 04/08/12

BUDGET NARRATIVE

Client Company: Jessie Trice Community Health Center, Inc.

Job Location: 18330 N.W. 12th Avenue Miami Gardens, FL 33169
Notes: Estimated Cost based on conceptual drawings

Estimate Detail - By Division

COST CODE ITEM DESCRIPTION	1ST BLDG QUANTITY	UNIT	1ST BLDG S/C	JTCHC Project Mgmt	TOTAL
DIVISION: 01 GENERAL					
01	8,000	SF	$ 67,440	$ -	
TOTAL DIVISION - GENERAL CONDITIONS			$ 67,440	$ -	$ 67,440
DIVISION: 02 SITE WORK					
02	8,000	SF	$ 168,000	$ -	
TOTAL DIVISION - SITE WORK & DEMOLITION			$ 168,000	$ -	$ 168,000
DIVISION: 03 CONCRETE					
03	8,000	SF	$ 188,000	$ -	
TOTAL DIVISION - CONCRETE			$ 188,000	$ -	$ 188,000
DIVISION: 04 MASONRY					
04	8,000	SF	$ 159,200	$ -	
TOTAL DIVISION - MASONRY			$ 159,200	$ -	$ 159,200
DIVISION: 05 METALS					
05	8,000	SF	$ 72,000	$ -	
TOTAL DIVISION - METALS			$ 72,000	$ -	$ 72,000
DIVISION: 06 WOOD AND PLASTICS					
06	8,000	SF	$ 40,000	$ -	
TOTAL DIVISION - WOOD AND PLASTICS: CARPENTRY & MILLWORK			$ 40,000	$ -	$ 40,000
DIVISION: 07 THERMAL AND MOISTURE					
07	8,000	SF	$ 40,000	$ -	
TOTAL DIVISION - THERMAL AND MOISTURE: ROOFING			$ 40,000	$ -	$ 40,000

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DIVISION: 08 DOORS AND WINDOWS							
08	8,000	SF	$	108,000	$	-	
TOTAL DIVISION - DOORS AND WINDOWS			$	108,000	$	-	$ 108,000
DIVISION: 09 FINISHES							
09	8,000	SF	$	160,000	$	-	
TOTAL DIVISION - FINISHES			$	160,000	$	-	$ 160,000
DIVISION: 10 SPECIALTIES							
10	8,000	SF	$	36,000	$	-	
TOTAL DIVISION - SPECIALTIES			$	36,000	$	-	$ 36,000
DIVISION: 11 EQUIPMENT							
11	8,000	SF	$	16,000	$	-	
TOTAL DIVISION - EQUIPMENT			$	16,000	$	-	$ 16,000
DIVISION: 12 FURNISHINGS							
12	8,000	SF	$	40,000	$	-	
TOTAL DIVISION - FURNISHINGS			$	40,000	$	-	$ 40,000
DIVISION: 13 MECHANICAL							
PLUMBING							
13	8,000	SF	$	128,000	$	-	
MECHANICAL: HEATING AND VENTILATION							
13	8,000	SF		Excluded	$	-	
MECHANICAL: AIR CONDITIONING							
13	8,000	SF	$	96,800	$	-	
MECHANICAL: SPRINKLERS							
13	8,000	SF	$	48,000	$	-	
TOTAL DIVISION - MECHANICAL			$	272,800	$	-	$ 272,800
DIVISION: 14 ELECTRICAL							
14	8,000	SF	$	172,000	$	-	
TOTAL DIVISION - ELECTRICAL			$	172,000	$	-	$ 172,000
DIVISION: 15 CONTRACTORS SERVICES							
15	8,000	SF	$	120,000	$	-	
TOTAL DIVISION - CONTRACTOR'S FEES			$	120,000	$	-	$ 120,000

DIVISION: 16 ARCHITECT'S FEES				
16	8,000 SF	$ 96,000	$ -	
TOTAL DIVISION - ARCHITECTS'S FEES		$ 96,000	$ -	$ 96,000
TOTAL CONSTRUCTION COSTS		$ 1,755,440	$ -	$ 1,755,440
Contingencies (@ 10%)		$ 175,540	$ -	$ 175,540
		$ 1,930,980	$ -	$ 1,930,980
Equipment & Furniture		$ 286,900	$ -	$ 287,930
Permit & Impact Fees		$ 124,960	$ -	$ 124,960
Administration & Legal		$ 275,340	$ 244,120	$ 519,460
Project Inspection Fees		$ 15,000	$ -	$ 15,000
TOTAL PROJECT COST		$ 2,633,180	$ 244,120	$ 2,877,300

PAGE HELD FOR COMMITMENT OF CASH MATCH FROM LOCAL GOVERNMENT

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Office of Mayor Shirley Gibson

April 9, 2012

Ms. Annie R. Neasman, President and CEO
Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue, Suite #1
Miami, FL 33142

Re: Miami Gardens Partnership with the Jessie Trice Community Health Center

Dear Ms. Neasman:

We are pleased to express our support for the proposal you are submitting for the relocation of the Norland Center located at 18360 NW 7th Avenue in the City of Miami Gardens. This center provides much needed services to our community particularly the elderly population. The new facility (a comprehensive health and wellness center) will be built and designed to replace the current medical center. It will provide additional services to meet the unique needs of our senior community, and the challenges of our active senior patient base. The services will include health, wellness, fitness and social and lifestyle educational enhancements. It is envisioned that therapeutic, geriatric case management, visiting nurses, and adult daycare will be provided for this population.

The City and JTCHC are currently in discussions on terms but the general parameters are as follows:

1. CMG will lease land to JTCHC for a period of 30-40 years at $1 per year with options to renew. Once JTCHC vacates the premises at the end of lease, the building will revert back to CMG ownership.

2. CGM will subordinate their interests on the land to the Federal government per the Notice of Federal Interest and Title 45 CFR part 74 or 92 should federal dollars be used for construction.

3. The Senior Wellness Center will house the re-location of the Norland Center along with space dedicated to senior citizen health & wellness programs, to be operated by CMG

4. It is understood that JTCHC needs 7,000 sq. ft. of space in order to facilitate medical services operations and CMG needs 21,000 sq., ft. of space in order to facilitate the senior wellness services.

5. CGM will provide Operating dollars to support senior citizen health & wellness programs including promotion of site/programs.

6. CGM and JTCHC logos on all correspondence related to this partnership.

The City of Miami Gardens recognizes the importance of this grant and the benefits it would provide for the population of this community. Therefore, it is the intention of the City to provide any support and/or assistance to JTCHC for the well-being of the residents of Miami-Dade County.

Sincerely,

Shirley Gibson

Shirley Gibson
Mayor

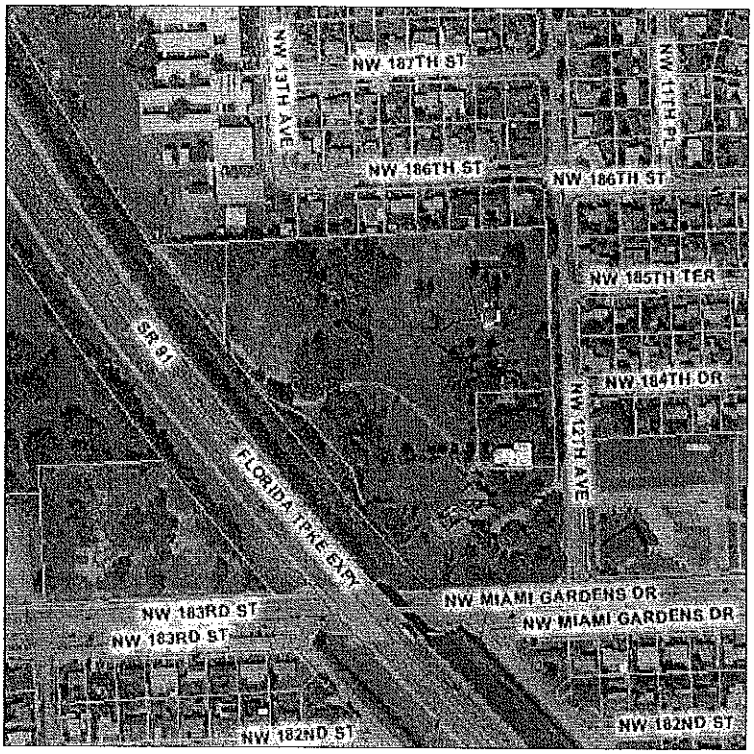
1515 N W 167 Street Bldg.5. Suite 200. Miami Gardens, Florida 33169.Tel : 305-622-8010. Fax : (305) 622-8322

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 184 ft

This map was created on 11/9/2011 12:17:44 PM for reference purposes only.

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Print

Summary Details:

Folio No.:	34-2102-000-0041
Property:	18330 NW 12 AVE
Mailing Address:	CITY OF MIAMI GARDENS 1515 NW 167 ST BLDG 5 STE 200 MIAMI GARDENS FL 33169-

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0040 MUNICIPAL
Beds/Baths:	2/1
Floors:	1
Living Units:	1
Adj Sq Footage:	12,937
Lot Size:	76,349 SQ FT
Year Built:	1966
Legal Description:	2 52 41 1.753 M/L BEG 50FTN & 59.91FTW OF SE COR OF SE1/4 OF SW1/4 TH W300.92FT TO NE R/W/L SUNSHINE ST PKWY NWLY ALG SD R/W/L 259.83FT E492.42FT S175.09FT TH BY CURVE TO RIGHT

Assessment Information:

Year:	2011	2010
Land Value:	$175,603	$206,142
Building Value:	$734,064	$742,937
Market Value:	$909,667	$949,079
Assessed Value:	$909,667	$949,079

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$909,667/$0	$949,079/$0
County:	$909,667/$0	$949,079/$0
City:	$909,667/$0	$949,079/$0
School Board:	$909,667/$0	$949,079/$0

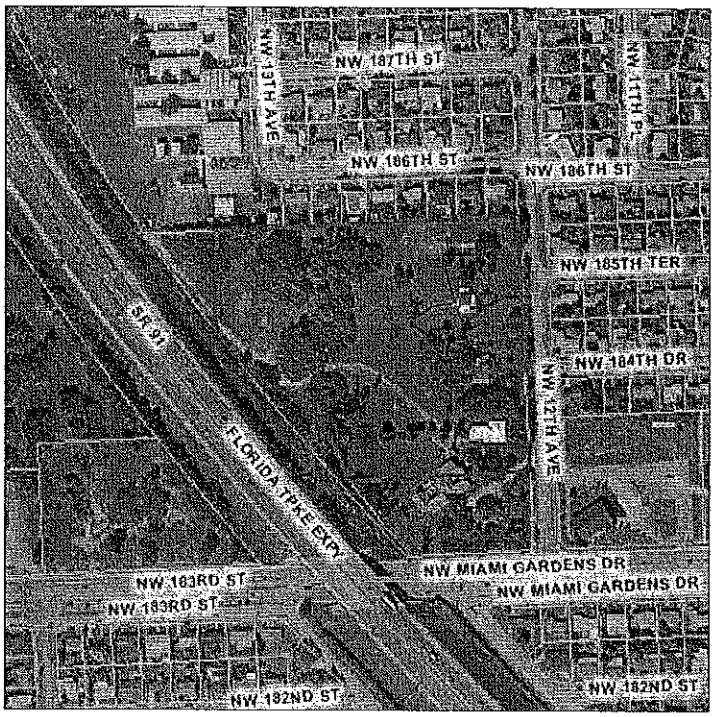
Sale Information:

Sale Date:	8/2009
Sale Amount:	$3,600,000
Sale O/R:	26980-1362
Sales Qualification Description:	Deeds to or executed by a federal, state, or local government agency (including trustees (or Board) of the Internal Improvement Trust Fund, courts, counties, municipalities, sheriffs, or educational organizations)
View Additional Sales	

My Home
Miami-Dade County, Florida

miamidade.gov MIAMI-DADE

Property Information Map



Aerial Photography - 2009 0 184 ft

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Summary Details:

Folio No.:	34-2102-000-0040
Property:	18330 NW 12 AVE
Mailing Address:	CITY OF MIAMI GARDENS 1515 NW 167 ST BLDG 5 STE 200 MIAMI GARDENS FL 33169-

Property Information:

Primary Zone:	9000 AGRICULTURE
CLUC:	0040 MUNICIPAL
Beds/Baths:	3/3
Floors:	1
Living Units:	1
Adj Sq Footage:	1,987
Lot Size:	10.96 ACRES
Year Built:	1926
Legal Description:	2 52 4110.97 AC M/L N690FT OF S940FT OF SW1/4 LESS N191FT OF S572FT OF E220FT & LESS SW1/4 OF SE1/4 OF SW1/4 & LESS AT E35FT ALL LYG E OF SUNSHINE STATE PKWY & LESS COMM S1/4 OF

Assessment Information:

Year:	2011	2010
Land Value:	$1,098,731	$1,289,814
Building Value:	$45,797	$45,857
Market Value:	$1,144,528	$1,335,671
Assessed Value:	$1,144,528	$1,335,671

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$1,144,528/ $0	$1,335,671/ $0
County:	$1,144,528/ $0	$1,335,671/ $0
City:	$1,144,528/ $0	$1,335,671/ $0
School Board:	$1,144,528/ $0	$1,335,671/ $0

Sale Information:

Sale Date:	8/2009
Sale Amount:	$3,600,000
Sale O/R:	26980-1358
Sales Qualification Description:	Deeds to or executed by a federal, state, or local government agency (including trustees (or Board) of the Internal Improvement Trust Fund, courts, counties, municipalities, sheriffs, or educational organizations)
View Additional Sales	

1. DATE ISSUED: 01/09/2012	2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 5 H80CS00732-11-00	4b. GRANT NO.: H80CS00732	5. FORMER GRANT NO.: H27CS01737
6. PROJECT PERIOD: FROM: 02/01/2002 THROUGH: 01/31/2016		
7. BUDGET PERIOD: FROM: 02/01/2012 THROUGH: 01/31/2013		

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
Public Health Service Act, Title III, Section 330
Public Health Service Act, Section 330, 42 U.S.C. 254b
Affordable Care Act, Section 10503

8. TITLE OF PROJECT (OR PROGRAM): HEALTH CENTER CLUSTER

9. GRANTEE NAME AND ADDRESS:
Jessie Trice Community Health Center, Inc.
700 S Royal Poinciana Blvd
Miami Springs, FL 33166-6667
BHCMIS # 040330

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Annie R Neasman
Jessie Trice Community Health Center, Inc.
700 S Royal Poinciana Blvd
Miami Springs, FL 33166-6667

11.APPROVED BUDGET:(Excludes Direct Assistance)

[ ] Grant Funds Only

[X] Total project costs including grant funds and all other financial participation

a. Salaries and Wages :	$11,538,020.00
b. Fringe Benefits :	$2,192,227.00
c. Total Personnel Costs :	$13,730,247.00
d. Consultant Costs :	$0.00
e. Equipment :	$0.00
f. Supplies :	$705,570.00
g. Travel :	$159,700.00
h. Construction/Alteration and Renovation :	$0.00
i. Other :	$2,175,079.00
j. Consortium/Contractual Costs :	$1,603,340.00
k. Trainee Related Expenses :	$0.00
l. Trainee Stipends :	$0.00
m. Trainee Tuition and Fees :	$0.00
n. Trainee Travel :	$0.00
o. TOTAL DIRECT COSTS :	$18,373,936.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	$0.00
q. TOTAL APPROVED BUDGET :	$18,373,936.00
i. Less Non-Federal Share:	$10,901,013.00
ii. Federal Share:	$7,472,923.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	**$7,472,923.00**
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$0.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$6,227,437.00
d. Less Cumulative Prior Awards(s) This Budget Period	$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$1,245,486.00**

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
12	$7,472,923.00
13	$7,472,923.00
14	$7,472,923.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

A=Addition B=Deduction C=Cost Sharing or Matching D=Other **[D]**

Estimated Program Income: $5,885,300.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached **[X]Yes [ ]No)**

Electronically signed by Helen Harpold , Grants Management Officer on : 01/09/2012

17. OBJ. CLASS: 41.51	18. CRS-EIN: 1591235617A1	19. FUTURE RECOMMENDED FUNDING: $0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
12 - 398160B	93.527	H80CS00732D0	$1,245,486.00	$0.00	CH	N/A

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants.hrsa.gov/webexternal/login.asp to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772;301-998-7373.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This Notice of Award (NoA) is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a "Prior Approval" action, via the Electronic Handbooks (EHBs), and approved by HRSA prior to implementation. Grantees under "Expanded Authority", as noted in the "Remarks" section of the NoA, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: ftp://ftp:hrsa.gov/grants/hhsgrantspolicystatement.pdf.

2. This action approves the FY 2012 Budget Progress Report or Service Area Competition application and awards pro-rated support through March 31, 2012, based on the grantee's target FY 2012 funding under the Health Center (HC) program. A revised Notice of Award (NoA) will be issued before March 31st that will provide additional grant support for the budget period that is consistent with the spending plan developed, based on the final FY 2012 appropriation for the HC program.

Program Specific Term(s)

1. If Federal funds have been used toward the costs of acquiring a building, including the costs of amortizing the principal of, or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Grant Award for assistance regarding Federal Interest in the property within 60 days of the issue date of this award.
2. All HRSA grantees that receive discretionary funding issued under Section 330, Community Health Cluster Programs (H80), must ensure that all Federal funds used in support of this project adhere to the applicable cost principles identifiable to your type of organization (i.e., OMB Circular A-122, Cost Principles for Non-Profit Organizations and OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments). Special attention is called to Sections 11 and 15 within Attachment B of both OMB Circulars A-122 and A-87, regarding the cost treatment of depreciation and equipment and other capital expenditures.
   Be advised if Federal funds from this grant are used to pay for equipment, which meets the Federal equipment definition as defined in Title 45 CFR Parts 74.2 and 92.3 as appropriate, and in the applicable cost principles, your organization will be required to provide a list of the equipment item(s) that are to be purchased and the cost per item. This information MUST be submitted to the Division of Grants Management Operations (DGMO) within 30 days of receipt of this Notice of Grant Award (NGA). If we do not receive this information, our records and your subsequent annual award will reflect that only non-Federal resources were used to support these costs. Should you have any concerns regarding the allowability of Federal costs please contact DGMO prior to expending funds on any questionable items.
3. Program income (item 15(d)) - Non-grant funds (State, local, and other operational funding and fees, premiums, and third-party reimbursements which the project may reasonably be expected to receive, including any such funds in excess of those originally expected), shall be used as permitted under the law and may be used for such other purposes as are not specifically prohibited under the law if such use further the objectives of the project.
4. An independent annual financial audit of any books, accounts, financial records, files, and other papers and property which relate to the disposition or use of the funds received under this grant and such other funds received by or allocated to the project for which such grant was made is required by the authorizing legislation. The due date for all audits is within 30 days of receipt of the audit from the auditor or within 9 months of the end of the corporate fiscal year, whichever is earlier. OMB Circular A-133 requires that an A-133 audit (total Federal funds expended in the corporate fiscal year must be $500,000 or more) must be conducted for the entity named in block 9 of this Notice of Grant Award and that a copy of the audit must be sent to the Federal Audit Clearinghouse designated by OMB (Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132, PHONE: (310) 457-1551, (800)253-0696 (toll free), email: http://harvester.census.gov/sac/facconta.htm.
   In addition, section 330(q) of the Public Health Service Act also requires that entities funded under section 330 be audited. For this reason, a

copy of the A-133 audit must also be submitted to the HRSA through the electronic handbooks. The A-133 audit reporting package submitted to HRSA must include:

Evidence that the audit included a review and opinion on the compliance standards for the Health Centers program (CFDA 93.224) contained in the applicable A-133 Compliance Supplement. If not required by OMB Circular A-133 (Total Expenditure of Federal funds is less than $500,000), per section 330(g) of the Public Health Service Act, the audit, must be completed in accordance with generally accepted accounting principles and must evaluate:

A. The entity's implementation of cost accounting requirements,

B. The processes used by the entity to meet the financial and program reporting requirements; and,

C. The billing and collection procedures of the entity and the relation of the procedures to its fee schedule and schedule of discounts and to the availability of health insurance and public programs to pay for the health services it provides.

D. The audit must include the Auditor's report (including the auditor opinion, financial statements, auditor's notes and required communication from the auditor. In addition, the audit must include any management letters issued by the auditor. The non-A133 audit must be submitted to the HRSA through the electronic handbooks.

5. If your organization purchases or reimburses for outpatient drugs, an assessment must be made to determine whether the organization drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness (See 42 CFR Part 50, Subpart E, and OMB Circulars A-122 and A-87 regarding cost principles). If your organization is eligible to be a covered entity under Section 340B of the Public Health Service Act and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in section 340B), failure to participate may result in a negative audit finding, cost disallowance or grant funding offset.
6. Uniform Data System (UDS) report is due in accordance with specific instructions from the Program Office.
7. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).

Standard Term(s)

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
2. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.
4. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

   In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds $100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or $250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is $200,000, if the total approved budget is $300,000, cumulative changes within that budget period exceeding $75,000 would require prior approval). For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers

within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding $25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

5. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.
6. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
7. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free http://harvester.census.gov/sac/facconta.htm
8. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.
9. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Grant Award to obtain a copy of the Term.

Reporting Requirement(s)

1. **Due Date: 04/30/2013**
   The grantee must submit a Federal Financial Report (FFR), no later than April 30, 2013. The report should reflect cumulative reporting, within the project period, and must be submitted using the Electronic Handbooks (EHBs).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Robert Aguero	Business Official	raguero@hcnetwork.org
Annie R Neasman	Program Director	aneasman@hcnetwork.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Naomi Okinishi at:
MailStop Code: 17-39
HRSA/BPHC/Central Southeast Division
5600 Fishers Lane
Rockville, MD, 20857-0001
Email: NOkinishi@hrsa.gov
Phone: (301)594-0253

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Susan Ryan at:
MailStop Code: 11-03
HRSA/OFAM/DGMO/HSB
5600 Fishers Lane
RM 12A-07
Rockville, MD, 20857-0001
Email: sryan@hrsa.gov
Phone: (301)594-4268
Fax: (301)443-9810

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2012, by and between Miami-Dade County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill _____, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $422,700.

    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. The Disproportionate Share Hospital (DSH) program.

        ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.

        iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.

        iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.

        v. Increase the annual cap on outpatient services for adults from $500 to $1,500.

        vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.

        vii. Medicaid LIP payments to hospitals in the approved appropriations categories.

        viii. Medicaid LIP payments to Federally Qualified Health Centers.

ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.

x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of $422,700. The County will transfer payments to the State in the following manner:

   a. The first quarterly payment of $105,675 for the months of July, August, and September is due upon notification by the Agency.

   b. Each successive payment of $105,675 is due as follows, November 30, 2012, March 31, 2013 and June 15, 2013.

   c. The State will bill the County each quarter payments are due.

3. Timelines: This agreement must be signed and submitted to the Agency no later than October 15, 2012, to be effective for SFY 2012- 2013.

4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2012-2013. [Note: These need to be provided.]

5. 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.

6. 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.

7. With the exception of Miami-Dade County Resolution Nos. R-855-08 and R-____-12, 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.

8. 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.

9. The anticipated distribution for Jessie Trice Community Health Center, Inc. for State Fiscal Year 2012-2013 is $2,000,000.

10. The County and the State agree that, pursuant to Resolution No. R-____-12 adopted by the Board of County Commissioners of Miami-Dade County (Attachment 1), Jessie Trice Health Center, Inc. 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 $422,700 of the $2 million distribution to fund capital expenses incurred for the construction of the facility at 18330 NW 12th Street, 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 aggregate amount equal to or greater than $422,700 to Jessie Trice Health Center, Inc. by June 15, 2013, the State shall remit to the County $422,700 no later than July 15, 2013, which amount shall be paid in a single lump sum payment and without further invoice, notice or demand. The County is not obligated to provide reporting data for any of the programs described in Section 1.b. This section 10 shall survive expiration or termination of this Agreement.

This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013.

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

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2012

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2012 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida not-for-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2012, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $422,700 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's Norland Center facility located at **18330 N.W. 12th Avenue Miami Gardens, FL 33169** in Miami (the "JTCHC – Norland Center"), 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 Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice 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 $422,700 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; INVESTMENTS

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, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice 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 Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $422,700 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice 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 Jessie Trice or the County after the initial deposit of $422,700 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice 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 Jessie Trice 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 $422,700 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.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

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 Jessie Trice 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 Jessie Trice 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 Jessie Trice 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 Jessie Trice 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 Jessie Trice or its own counsel, at the expense of Jessie Trice, 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 Jessie Trice 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 Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, 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) if applicable, to Jessie Trice. Jessie Trice 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 Jessie Trice, 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. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

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 Jessie Trice 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 Jessie Trice 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 Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice 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 Jessie Trice 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 Jessie Trice'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 Jessie Trice'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 shall 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:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

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: _____

JESSIE TRICE

By: _____

TD Bank, N.A.

By:_____
_ Vice President

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Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2012 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice	County
By: _____	By: _____
Name:	Name:
Title:	Title:

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.

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2012, by and between Miami-Dade County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill _____, the General Appropriations Act of State Fiscal Year 2012-2013, passed by the 2012 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of $422,700.

    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. The Disproportionate Share Hospital (DSH) program.

        ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.

        iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.

        iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.

        v. Increase the annual cap on outpatient services for adults from $500 to $1,500.

        vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.

        vii. Medicaid LIP payments to hospitals in the approved appropriations categories.

        viii. Medicaid LIP payments to Federally Qualified Health Centers.

ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.

x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of $422,700. The County will transfer payments to the State in the following manner:

   a. The first quarterly payment of $105,675 for the months of July, August, and September is due upon notification by the Agency.

   b. Each successive payment of $105,675 is due as follows, November 30, 2012, March 31, 2013 and June 15, 2013.

   c. The State will bill the County each quarter payments are due.

3. Timelines: This agreement must be signed and submitted to the Agency no later than October 15, 2012, to be effective for SFY 2012- 2013.

4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2012-2013. [Note: These need to be provided.]

5. 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.

6. 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.

7. With the exception of Miami-Dade County Resolution Nos. R-855-08 and R-____-12, 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.

8. 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.

9. The anticipated distribution for Jessie Trice Community Health Center, Inc. for State Fiscal Year 2012-2013 is $2,000,000.

10. The County and the State agree that, pursuant to Resolution No. R-____-12 adopted by the Board of County Commissioners of Miami-Dade County (Attachment 1), Jessie Trice Health Center, Inc. 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 $422,700 of the $2 million distribution to fund capital expenses incurred for the construction of the facility at 18330 NW 12th Street, 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 aggregate amount equal to or greater than $422,700 to Jessie Trice Health Center, Inc. by June 15, 2013, the State shall remit to the County $422,700 no later than July 15, 2013, which amount shall be paid in a single lump sum payment and without further invoice, notice or demand. The County is not obligated to provide reporting data for any of the programs described in Section 1.b. This section 10 shall survive expiration or termination of this Agreement.

This Letter of Agreement covers the period of July 1, 2012 through June 30, 2013.

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

Exhibit D – Resolution

MIAMI-DADE COUNTY

JESSIE TRICE COMMUNITY HEALTH CENTER, INC.

and

TD BANK, N.A.,
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

DATED AS OF _____, 2012

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Escrow Agreement") is made and entered into as of _____, 2012 by and between JESSIE TRICE COMMUNITY HEALTH CENTER, INC., a Florida not-for-profit corporation ("Jessie Trice"), MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and TD Bank, N.A., as Escrow Agent (the "Escrow Agent").

RECITALS

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Jessie Trice dated _____, 2012, Jessie Trice is causing to be deposited in the Escrow Fund (as hereinafter defined) established under this Escrow Agreement $422,700 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the construction of Jessie Trice's Norland Center facility located at **18330 N.W. 12th Avenue Miami Gardens, FL 33169** in Miami (the "JTCHC – Norland Center"), 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 Jessie Trice and the County to enter into this Escrow Agreement with the Escrow Agent;

NOW, THEREFORE, Jessie Trice 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 $422,700 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; INVESTMENTS

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, as same may be amended from time to time, Escrow Agent shall establish an escrow account designated the Jessie Trice 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 Jessie Trice and, to the extent required by law, of the Escrow Agent, to which Jessie Trice has caused to be deposited $422,700 to be held and disbursed by the Escrow Agent in accordance with this Escrow Agreement. Jessie Trice 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 Jessie Trice or the County after the initial deposit of $422,700 is made.

Section 1.2 Disbursements

(a) The Escrow Agent shall make disbursements from the Escrow Fund in accordance with joint written instructions executed by Jessie Trice and the County in the form of Exhibit A attached hereto to the extent funds are available. Before any disbursements are made from the Escrow Fund, Jessie Trice 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 Jessie Trice 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 $422,700 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.

Section 1.3 Investments

Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Fund in the TDAM Institutional U.S. Government Fund Institutional Service Class Fund No. 6, or such other fund the Escrow Agent customary utilizes as directed by Jessie Trice and the County, until disbursement of the entire Escrow Fund. With the execution of this document, the parties hereto acknowledge receipt of the prospectus and/or disclosure materials associated with the initial investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Escrow Agreement. The parties hereto acknowledge that they have discussed the investment and are in agreement as to the selected investment. Escrow Agent is authorized to liquidate in accordance with its customary procedures any portion of the Escrow Fund consisting of investments to provide for payments required to be made under this Agreement.

All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Fund. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Fund.

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 Jessie Trice 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 Jessie Trice 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 Jessie Trice 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 Jessie Trice 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 Jessie Trice or its own counsel, at the expense of Jessie Trice, 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 Jessie Trice 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 Jessie Trice and the County and it shall not be repealed, revoked, altered or amended without the written consent of the Jessie Trice, 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) if applicable, to Jessie Trice. Jessie Trice 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 Jessie Trice, 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. Jessie Trice and County may not assign, sell, transfer, pledge, encumber or hypothecate any of its rights, interests, obligations or responsibilities hereunder.

Section 3.4.1 Suspension of Performance; Disbursement Into Court. If, at any time, (i) there shall exist any dispute between Jessie Trice and the County with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Jessie Trice and the County have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 3.5.2 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent

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 Jessie Trice 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 Jessie Trice 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 Jessie Trice and the County's designation of a successor Escrow Agent and upon payment of all of its fees and expenses.

3.5.3 Jessie Trice 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 Jessie Trice 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 Jessie Trice'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 Jessie Trice'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 shall 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:

Miami-Dade County, Florida
Office of Management & Budget
111 N.W. First Street, Suite 2210
Miami, FL 33128
Attention: Director
Telephone: (305) 375-2504
Telecopy: (305) 375-5168

(b) if to Jessie Trice, at:

Jessie Trice Community Health Center, Inc.
5607 NW 27th Avenue
Suite #1
Miami, Florida 33142
Attention: Annie R. Neasman, President & CEO
Telephone: (305) 805-1700
Telecopy: (305) 805-1715

(c) if to Escrow Agent:

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope, Vice President
Telephone: (904) 807-9036
Telecopy: (904) 807-9034

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: _____

JESSIE TRICE

By: _____

TD Bank, N.A.

By:_____
_ Vice President

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Exhibit A
Joint Written Direction

(Insert Date)

TD Bank, N.A.
Institutional Trust
9715 Gate Parkway North
Jacksonville, Florida 32246
Attention: Jane E. Pope

Dear Ms. Pope:

Reference is made to the Escrow Agreement dated as of _____, 2012 (the Escrow Agreement") by and among JESSIE TRICE COMMUNITY HEALTH CENTER, INC. ("Jessie Trice") and MIAMI-DADE COUNTY (the "County") and TD BANK, N.A., ("Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Jessie Trice and the County hereby jointly deliver this disbursement request pursuant to Section 1.2 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Fund as follows:

Amount: $_____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of Bank: _____
Account Name: _____
Account Number: _____
ABA #: _____
Payment Details: _____
Attn: _____

Jessie Trice

By: _____
Name:
Title:

County

By: _____
Name:
Title: