



MEMORANDUM

Agenda Item No. 14(A) (2)

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”

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

A handwritten signature in black ink, appearing to read "RAC", is written over a horizontal line.

R. A. Cuevas, Jr.
County Attorney

RAC/up



MEMORANDUM

(Revised)

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

DATE: May 1, 2012

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

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
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 CAMILLUS HEALTH CONCERN, INC. 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 \$600,000 from Project No. 305 to Camillus Health Concern, Inc., a Florida nonprofit corporation (“Camillus”), to be used to expand existing clinical space in District 3, which would serve residents Countywide (the “\$600,000 Camillus Allocation”); and

WHEREAS, currently Camillus offers services to the homeless and poor in Miami-Dade County from its existing facility at the Greer Building located in District 3 at 336 NW 5th Street, Miami, Florida 33128 (the “Clinic”); and

WHEREAS, Camillus’ clinical practice and administrative offices are currently located at the first two floors of the Clinic; and

WHEREAS, the Clinic is currently comprised of nine (9) exam rooms, 2,214 square feet of clinical space, including exam rooms, dental and other clinical space, and 440 square feet of behavioral health services space; and

WHEREAS, Camillus proposes to renovate all three floors of the Greer Building to expand its clinical and administrative operations such that upon completion the Clinic will be comprised of 16,800 square feet of clinical and administrative space and a projected total project cost of \$1,388,650; and

WHEREAS, in order to raise additional funds to expand and renovate the Clinic, Camillus 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 \$1,000,000 of Low Income Pool Grant Funds (including \$211,350 of local match funds, \$211,350 of State match funds, and \$577,300 of Federal Medicaid funds), at least \$211,350 of which would be directed to fund capital improvements at the Clinic; and

WHEREAS, the Clinic project will consist of renovations of all three floors of the Greer Building, including specifically the following: the expansion of the dental suite; renovations to upgrade six existing exam rooms on the first floor and two existing exam rooms on the second floor; the addition of a new exam room of the first floor; the expansion of the laboratory on the first floor; relocation of the podiatry section; conversion of six offices on the second floor to a triage room, a new laboratory, a new dispensary and three new exam rooms; and the conversion of office space to disposition; and

WHEREAS, the proposed renovations to the Clinic will increase primary care space by approximately 1,492 square feet, thereby expanding access to and capacity of healthcare services for the homeless and poor in Miami-Dade County; 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 expansion of clinical capacity at the Clinic as detailed in the Funding Agreement by and between the County and Camillus 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 Clinic requires a local government agency match by Miami-Dade County equal to \$211,350 (the "\$211,350 Local Match") which may be funded from the \$600,000 Camillus 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 expansion of clinical capacity at the Clinic and yet preserve the application of all of the Bond Program's Administrative Rules that are applicable to the 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 \$211,350 Local Match in the form of a grant, Camillus has agreed, among other things, to comply with all of the Bond Program's Administrative Rules applicable to the Clinic project as if Camillus was the direct recipient of the \$211,350 Local Match; and

WHEREAS, if the State does not award the State Grant to Camillus, Camillus proposes to instead use the \$600,000 Camillus Allocation to construct the Clinic project; and

WHEREAS, accordingly, the Board wishes to amend Resolution No. R-855-08 to: (1) reduce the \$600,000 Camillus Allocation by \$211,350 and allocate and remit such funds to the State as the \$211,350 Local Match, subject to satisfaction of certain conditions precedent; (2) waive the Bond Program's Administrative Rules as they pertain to the \$211,350 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 \$211,350 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 Camillus,

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 reduce the \$600,000 Camillus Allocation by \$211,350, allocate such funds to the State as the \$211,350 Local Match, and remit the \$211,350 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 this section 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 Camillus for the purposes set forth in the Grant Application; (b) receipt by the County of evidence that Camillus has site control for the 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, Camillus and Bank of America, National Association, 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 \$211,350 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 \$211,350 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 Vice Chairwoman Audrey M. Edmonson. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|-------------------------------------|----------------------|
| Joe A. Martinez, Chairman | |
| Audrey M. Edmonson, Vice Chairwoman | |
| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 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

EXHIBIT A
TO RESOLUTION
“GRANT APPLICATION”

Project Narrative Description

Project Summary/Abstract

Provide a brief summary description of the proposed project. Include the facility name, address and days and hours of operation for the proposed project.

Camillus Health Concern, Inc. (CHC) is requesting funds to renovate the three-story Greer Building, which is located at 336 NW 5th Street in Miami, Florida, in order to increase access to comprehensive services for homeless persons in Miami-Dade County. CHC's clinical practice and administration operates on the first and second floors of the building. CHC's sister agency, Camillus House, currently occupies the third floor and plans to move to a new facility. Once Camillus House vacates the third floor, CHC will increase its total square footage from approximately 11,200 to 16,800. Funding for this project will allow CHC to renovate all three floors of the building in order to expand clinical operations. CHC anticipates a 15% increase in patients as a result of the expansion (4,287 to 4,930) and a corresponding increase in annual medical encounters from 25,503 to 29,253.

Statement of Need

- a. Identify/describe both the *total and project target populations* and the need for health services. (See Definitions of *total and project target population*.)

Total target population: CHC's service area is the entire geographic area of Miami-Dade County. The County encompasses two Medically Underserved Areas, 14 Medically Underserved Populations, and 29 primary medical care Health Professional Shortage Areas. Further, CHC serves in a designated Dental Health Professional Shortage Area.

CHC's specific target population is persons experiencing homelessness in Miami-Dade County. More than 15,200 individuals were homeless in Miami-Dade over the course of 2011. In January 2012, the Miami-Dade County Homeless Trust conducted a point-in-time census that counted 3,777 homeless persons in Miami on that particular night. Of those, more than 20% (789) were living on the streets or other places not fit for human habitation, and the remainder was living in emergency shelters or transitional programs. Approximately 60% of the County's homeless population is Black/African American, and 23% is Hispanic. The cultural and ethnic composition of the population presents a language barrier for many people, who have trouble completing necessary tasks such as filling out job applications and navigating the public health system.

Lack of health insurance is only one of many barriers to accessing health care for persons who are homeless in Miami-Dade. Poor public transportation and a geography that includes both urban and agricultural areas make it difficult for many individuals to access care. Additionally, in the absence of a coordinated, seamless system of care, persons who are poor and homeless are faced with the challenge of navigating the fragmented health care safety net system. Many lack knowledge of what services are available and the funds to pay for treatment. Further, many in this population lack documentation proving identification and legal status that would qualify them for health care. For immigrants with potential language barriers and persons with low literacy levels, this becomes even more problematic and challenging.

The vast majority of CHC's patients are individuals from racial and ethnic minority groups, a population that presents with greater health disparities. CHC's patients experience high rates of

cardiovascular disease, hypertension, upper respiratory infection, and asthma. Diabetes is a recurring diagnosis among the center's patients. Patients have high rates of oral pathologies, with untreated dental caries, periodontal disease, and tooth erosion making up the common diagnoses. Additionally, consistent with local trends, CHC's patients also experience high rates of mental illness, substance abuse, and co-morbidities. Many CHC patients require multiple visits to stabilize their situations and need continuous follow-up to maintain these gains.

Project Target Population: Persons experiencing homelessness, by their very nature, represent an extremely transient population. CHC anticipates reaching approximately 4,930 homeless individuals on an annual basis, representing approximately 30% of the total number of individuals who experience homelessness in Miami-Dade every year.

CHC's patients traditional experience significant barriers to care:

- Severe poverty – the neighborhoods immediately surrounding CHC's main site are among the most economically disadvantaged and underserved areas in Miami-Dade County, with a median income of \$11,873 and poverty rates as high as 43%. The vast majority of the center's patients reside within these inner-city communities.
- Lack of health insurance – minority groups, namely Blacks and Hispanics, make up the vast majority of the County's uninsured population. Many county residents with chronic health issues, especially individuals who are homeless, go untreated due to their inability to navigate the health care system.
- Limited numbers of health providers to service these populations – according to the State Department of Health, there were a total of 1,154 licensed internists and 293 licensed family physicians serving the County in 2008 (FDOH 2010). The population to provider ratio was 2,137:1 for internists and 8,457:1 for family physicians that year. CHC's service area encompasses two Medically Underserved Areas, 14 Medically Underserved Populations, and 29 primary medical care Health Professional Shortage Areas. Further, CHC serves in a designated Dental Health Professional Shortage Area.

In addition, poor public transportation and a geography that includes both urban and agricultural areas make it difficult for many individuals to access care. In the absence of a coordinated, seamless system of care, persons experiencing homelessness are faced with the challenge of navigating Miami's fragmented health care safety net system. Many lack knowledge of what services are available and the funds to pay for treatment. Further, many in this population lack documentation proving identification and legal status that would qualify them for health care. For immigrants with potential language barriers and persons with low literacy levels, this becomes even more problematic and challenging.

Unmet Need: Miami-Dade County lacks an adequate number of health care providers for the uninsured and underserved populations, as previously described. The demand for the provision of primary health care to persons experiencing homelessness exceeds that which the health care system is able to provide. This increases the demands on CHC to meet the escalating needs for health care access.

Jackson Memorial Hospital (JMH), the local public hospital, provides tertiary and emergency care to a large portion of the target communities, but given that JMH is the major provider of care for the uninsured in Miami, the specific and unique health care needs of patients who are homeless are often not met. The hospital setting is also ineffectual for the most important kind of care for persons who are homeless: maintenance and prevention. The comprehensive care provided by CHC plays a

crucial role in the health care system for persons experiencing homelessness, including provision of health maintenance that helps this population receive their care outside of the emergency rooms and hospital setting.

Miami-Dade County has six Community Health Centers under Section 330(e), all of which serve the underserved and working poor. While these centers strive to provide services to persons experiencing homelessness, they experience challenges when treating a population that has complex health, psychological, and social issues. These issues require ongoing preventative and primary care, and CHC's unique specialty is addressing this unmet need.

Facility Capacity to Meet Need: Over the years, CHC has experienced increasing difficulty in responding to growing demand for primary health care services. As a result, timely access to CHC's providers is usually characterized by significant delays. Despite the availability of walk-in slots, CHC is not able to meet the demand for walk-ins. Providers' schedules are typically booked solid several months in advance, which causes increasing wait times for follow-up and new appointments.

Compounding this issue is the fact that CHC has continuously expanded programs and capacity over the years, more than doubling from 12,777 encounters in 1999 to 25,503 in 2010. During this time, CHC has maintained the same total square footage of space available to provide services. These space limitations have necessitated the creative re-use of floor plans through many piecemeal renovation projects. For example, two "extra" restrooms have been converted into office space. Further, the facility simply lacks the appropriate amount space, which has forced providers and clinical services to share space, ultimately limiting the number of patients that can be seen during the day. Similarly, the dental suite is only large enough to accommodate two chairs, which also limits capacity.

CHC is the only free-standing 330(h) Healthcare for the Homeless provider in Miami-Dade County and is the only agency in Miami funded through HUD's Supportive Housing Program to provide healthcare to persons residing in homeless housing programs. CHC is Miami's only health center that provides services exclusively for persons experiencing homelessness. CHC is a unique entity that provides a vital service to a population that presents with complex health issues and is largely uninsured, unable to pay, and not qualified to receive benefits.

To meet the ever increasing demand for services, CHC has continually increased service provision over the years but has always done so within the same square footage of space. CHC has also never undertaken any significant, coordinated renovation efforts to make the space more efficient. Services and providers are doubled and tripled up in rooms that were originally intended for a single function. For example, on the second floor, the laboratory also includes the triage and dispensary functions, resulting in a crowded clinical space. While CHC has been able to provide continuous services for patients over the years, these conditions do not allow for the most effective or efficient provision of services.

- b. Identify the *health benefits* to be provided to the *project target population*. (See Definitions)

Enhance Quality and Access: The project will provide a tangible benefit to CHC's patients. By increasing the availability of healthcare services available and decreasing the wait time between appointments, CHC's patients will see direct positive results in their health indicators. As described, the healthcare needs of persons experiencing homelessness are complex, often requiring more frequent and intense interventions. The current scheduling situation often hinders CHC's providers from seeing patients as frequently as would otherwise be ideal. Expanded capacity will allow patients

to be scheduled for follow-up appointments sooner rather than later. Further, the expanded capacity will improve access and quality by decreasing wait times and patient cycle time.

Improved Access: As described, the project will allow CHC to expand the physical space where services are provided. With more exam rooms, expanded clinical support functions (triage, lab, dispensary), expanded dental capacity, and expanded behavioral health capacity, the current staff will be able to reach even more patients on any given day. This will allow for shorter wait times during the day, will expand walk-in capacity, and will decrease the amount of time that patients must wait for a follow-up appointment.

Strategic Plan: The project will directly address several priorities outlined in CHC's strategic planning processes, including increasing primary health, oral health, and behavioral health services. Throughout the years, the Board has placed these items as high strategic priorities, most recently as part of the coordinated ongoing strategic planning efforts with Camillus House and the construction of their new facility. The proposed project will provide the capacity to expand in all of these priority areas. Indirectly, the project will address other priorities relating to generating additional revenues, particularly through Medicaid and Medicare.

Appropriate Given Other Providers: CHC is the only free-standing 330(h) Healthcare for the Homeless provider in Miami-Dade County and is the only health center that provides services exclusively for persons experiencing homelessness. CHC is also the only agency in Miami funded through HUD's Supportive Housing Program to provide healthcare to persons residing in homeless housing programs. CHC's services are a vital component to Miami's overall continuum of care. CHC has continually increased services over the years but has done so within the same square footage of space. CHC has also never undertaken any significant, coordinated renovation efforts to make the space more efficient. Services and providers are doubled and tripled up in rooms that were originally intended for a single function. For example, on the 2nd floor, the lab also includes the triage and dispensary functions, resulting in a crowded clinical space. While CHC has been able to provide continuous services for patients over the years, these conditions do not allow for the most effective or efficient provision of services.

Impact on Service Delivery: The proposed project will provide greater efficiency in the health center's operations by increasing the total number of exam rooms available from 9 rooms to 12, by expanding the capacity of clinical support services on the 2nd floor, by expanding the dental suite, and by expanding behavioral health space. These changes will allow for more patients to flow through the system during the day and will create a much more efficient operation with reduced waiting times and improved scheduling capacity.

The additional exam rooms will decrease provider downtime by allowing patients to be moved into exam rooms while the providers are seeing other patients. In addition, the increased exam room space will provide more capacity on days when 5 or 6 providers are scheduled at the same time, so that each provider has access to and can move quickly between at least 2 exam rooms. Finally, the additional rooms will provide increased availability of space on days when medical students are rotating through the facility providing services. Increasing the number of exam rooms will also help reduce the total cycle time for patients by moving them more quickly from the waiting room to the exam room to disposition.

The expanded triage, lab, dispensary, and disposition areas on the 2nd floor will allow operations to mirror the 1st floor. Currently, the majority of triage, lab, and dispensary services are provided on the 1st floor, and all disposition activities are provided on the 1st floor. CHC has identified the patient disposition area as a bottleneck in services. The expanded space on the 2nd floor will help balance the

workload between the 2 floors and will reduce the need to move patients between floors, which will ultimately reduce the burden on 1st floor operation and reduce the cycle time for patients. The expansion of the lab on the 1st floor will enhance this benefit by giving more space for staff to complete the patient checkout process. Providing adequate space for these services on the 2nd floor will allow staff the capacity to work more efficiently, as the current situation is overcrowded.

Expanding the dental suite on the 1st floor will provide the space to install a 3rd dental chair, which will help to eliminate a long-known bottleneck in the flow of CHC's oral health services. The additional chair will effectively reduce downtime between patients by allowing 2 chairs to be occupied while the 3rd is being prepped for the next patient. The additional chair will also allow for more efficient scheduling, by allowing 3 patients to be seen simultaneously instead of just 2. This point is particularly salient during times when the dentist is working on a complicated, lengthy case.

Although the additional behavioral health space comprises an insignificant portion of the budget, the same rationale has been applied to the provision of these services. Services are currently extremely limited because CHC's 9 psychology interns currently do not have a dedicated space to provide counseling. The additional space will allow interns to provide services thereby increasing the capacity of the program.

The increased capacity generated by this project will allow CHC to see more patients and provide additional encounters. As described, CHC's patient population presents with complex health issues that often require many follow-up visits to provide proper treatment. As a result, an increase in unduplicated patients is not necessarily the best metric in comparison to the need for an increase in encounters. This holds particularly true as CHC is seeking Patient Centered Medical Home certification, which will strengthen service provision for existing patients.

CHC anticipates increasing the total number of encounters by approximately 15% as a result of the expansion – from 25,503 to 29,253 after the expansion – with a total anticipated increase of approximately 643 unduplicated patients.

- * 35 additional primary health visits per week – 1,750 annually
- * 15 additional oral health visits per week – 750 annually
- * 25 additional behavioral health patients per week – 1,250 annually

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

Number of current unduplicated clients: 4,027 total patients in 2011

Number of current encounters: 25,503 in 2011

Time Period: From 1/1/2011 to 12/31/2011

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: 643

Number of encounters 3,750

Encounters per client 5.8

What is the percent of the total target population that will be served by the proposed project?
100 %

- b. Use the table below to identify the type and number of clinical staff and FTEs assigned to the proposed project. Mark with an 'X' in the appropriate box to indicate if the staff is **Existing** or **New** to the proposed project.

Type of Clinical Staff	# of FTEs	Existing	New
Physicians	4.0	4.0	
ARNPs	4.0	4.0	1.0
Clinical Services Administrator	1.0	1.0	
Registered Nurse	1.0	1.0	
Licensed Practical Nurse	1.0	1.0	
Medical Assistants	9.0	8.0	1.0
HIV Services Administrator	1.0	1.0	
Health Education Specialists	3.0	2.0	1.0
Psychiatrist	1.0	0.9	1.0
Psychologist	1.0	0.4	0.6
Licensed Clinical Social Workers	3.0	1.0	2.0
Dentist	1.0	1.0	
Hygienist	2.0	1.0	1.0
Dental Assistants	1.0	1.0	
Patient Services Representatives	6.0	6.0	

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

Type	Cost
First Floor	
Exam tables x 7	\$14,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$13,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 9	\$4,500
Chairs for front and back waiting rooms x 50	\$5,000
Computer systems for 1 new exam room, fit 3 exam rooms with no system	\$2,000
Equipment for dental suite	\$25,000
Cubicles for group meeting area x 4	\$10,000
Office furniture for patient services, HIV counseling, patient services representatives	\$24,000
Office furniture for security guard	\$4,000

Type	Cost
Shelving for medical records storage room	\$10,000
Furniture / shelving for dispensary and lab	\$6,000
Second Floor	
Exam tables x 5	\$10,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$10,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 7	\$3,500
Chairs for front and back waiting rooms x 45	\$4,500
Podiatry table / equipment	\$4,000
Computer systems for 7 new clinical spaces	\$3,500
Office furniture for behavioral health staff x 8	\$32,000
Furniture / shelving for new dispensary and new lab	\$5,000
Furniture / shelving for new file storage and copy room in center	\$3,000
Furniture for new behavioral health group room	\$6,000
General Building Items	
Building locks and security system upgrade (photo RFID badges for doors and elevator)	\$75,000
Overall security system upgrade (cameras, monitors, paging system)	\$50,000
Office furniture for clinical and administration team	\$80,000
Total Estimated Equipment	\$405,000

d. Health Status Outcomes: Data and Measurement (See Definitions)

- List the health status outcomes to be improved through the delivery of services and how the improvements will be measured. *Health status outcomes are measurable indicators of the health status of the target population. Examples: Pediatric BMI's, weight, immunization rates, HIV testing and counseling, STD screening rates, Healthy Start screening rates, average HbA1c for diabetic clients; blood pressure measurement, etc.*

Focus Area	Project Goals
A. Diabetes	Increase the percentage of adult patients with type 1 or 2 diabetes, whose most recent HbA1c is < 9 %, to 70 % by the end of the project period in 2015.
B. Cardiovascular Disease	Increase the percentage of adult patients diagnosed with hypertension, whose most recent blood pressure is less than 140/90, to 65 % by the end of the project period in 2015.
C. Cancer	Increase the percentage of women aged 21-64, receiving 1 or more PAP tests during the measurement period or within the 2 years preceding the measurement period, to 60 % by the end of the project period in 2015.
D. Child Health	Maintain the percentage of children, whose second birthday occurs during the measurement year, with complete and up-to- date immunizations, at

	100 % through the end of the project period in 2015.
E. Behavioral Health	Increase the percentage of patients with a diagnosis of clinically significant depression (CSD) who have a PHQ9 depression scoring evaluation within 6 months of their last Behavioral Health Service (BHS) visit, to 85 % by the end of the project period in 2015.
F. Oral Health	Increase the number of CHC patients who have at least one oral health encounter with either a dentist or dental hygienist by 8 %, to 1071 patients by the end of the project period in 2015.

- Describe how cost effectiveness and overall achievement of project goals will be determined. *Example: Cost per client; cost per encounter; number of clients served*

CHC's provided 25,503 encounters to 4,287 patients last year, with a total cost per patient of \$874.93 and a total cost per encounter of \$185.66. The planned renovations will be designed to improve patient flow and allow for medical providers to see more patients during the day. With the additional exam rooms and clinical space provided on the second floor, CHC expects to increase the total number of patients from 4,287 to 4,930 and the number of medical encounters from 25,503 to 29,253. CHC expects that this increase will cause an increase in the total cost per patient and a decrease in the total cost per medical encounter because more encounters will be provided.

- Describe current participation in any health disparities collaborative(s) and how participation in the collaborative(s) will be applied to the proposed project to reduce disparities and improve health status outcomes.

CHC is currently participating in a collaborative effort for diabetes care management, coordinated through Health Choice Network of Florida and in partnership with six other Federally Qualified Health Centers. The strategies and lessons learned through that project continue to be applied in the clinical practices and are being developed into an overall chronic disease management system. CHC is participating in the Gilead Pharmaceuticals HIV on the Frontlines of the United States initiative, in collaboration with nearly 50 other health centers throughout the nation. The focus of that project is to make HIV testing and counseling a part of routine primary care. The concept of managing patient populations, monitoring and tracking patient registries, and utilizing and integrated care team approach is also a part of the Patient Centered Medical Home certification that CHC is seeking through the National Center for Quality Assurance in partnership with Health Choice Network.

- Include a schedule of service start-up activities. Note: For service projects, it is expected that services will be available to the target population within 90 days of the date of the award letter.

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

e. Provide a copy of current sliding fee scale.

**CAMILLUS HEALTH CONCERN
SLIDING FEE SCHEDULE
Based on the Federal Poverty Guidelines 2011**

FAMILY SIZE	SLIDING FEE TYPE BASED ON FAMILY INCOME (\$)			
	A	B	C	D
2011 Sliding Fee Scale - All Services	\$5	\$10	\$20	Full Charge
1	\$0 10,800	\$5 10,801 16,335	\$16,336 21,780	\$21,781 No cap
2	0 14,710	14,711 22,065	22,066 29,420	29,421
3	0 18,530	18,531 27,795	27,796 37,060	37,061
4	0 22,350	22,351 33,525	33,526 44,700	44,701
5	0 26,170	26,171 39,255	39,256 52,340	52,341
6	0 29,990	29,991 44,985	44,986 59,980	59,981
7	0 33,810	33,811 50,715	50,716 67,820	67,821
8	0 37,630	37,631 56,445	56,446 75,260	75,261
9	0 41,450	41,451 62,175	62,176 82,900	82,901
10	0 45,270	45,271 67,905	67,906 90,540	90,541

The sliding fee schedule is calculated as follows:

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

NOTE: The Camillus Sliding Fee Scale was approved by the Board on 07/29/11

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. Include a schedule of construction activities including a timeline for completion of the entire project, from planning to occupancy.

July 2012 – Camillus House vacates 3rd floor of Greer Building

July 2012 – funds awarded / project start

July 2012 – bid project

August 2012 – select contractors, begin project development

September 2012 – secure permits

October 2012 – begin 3rd floor renovations, IT and telephone infrastructure, purchase furniture

November 2012 – move administrative offices to 3rd floor, rearrange offices on 2nd floor

November 2012 – begin 2nd floor Phase 1 renovations – new exam rooms, triage, lab, dispensary

December 2012 – elevator motor replacement, fire and electrical panel replacement

January 2013 – HVAC upgrades

February 2013 – move triage, lab, dispensary functions to new space, begin 2nd floor Phase 2 renovations – podiatry, existing exam rooms, patient discharge areas

March 2013 – roof repairs

May 2013 – move podiatry and all 2nd floor new functions, begin 1st floor Phase 1 renovations – dental expansion, restroom conversions

August 2013 – complete dental, begin 1st floor Phase 2 renovations – move lab function to exam room, begin lab expansion

October 2013 – complete lab expansion, begin 1st floor Phase 3 – exam room renovations, dispensary renovation, remaining spaces renovation

January 2014 – final inspections and project completion

Quality Improvement

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

The primary care services offered as part of CHC's proposed expansion will easily be incorporated into the existing Quality Improvement Plan (QIP). The QIP is ongoing, active, and stems from the

activities of the QI Committee (QIC). This QIC, chaired by the Chief Medical Officer, coordinates and implements the QIP, monitors performance on operational and clinical outcomes and identifies necessary changes and updates to the plan. The Chief Medical Officer holds a permanent seat on the QIC and is directly accountable for the successes or failures of the QIP. Additional QIC members include the Executive Director, key management staff, and direct services personnel from the center's various programs and services, ensuring all aspects of patient care are represented. The QIC Chair assigns and distributes QI activities to the Committee members during ten yearly committee meetings. The Committee reports and follows up with all outcomes, developing corrective action plans for those outcomes with noted deficiencies. QI findings are reported to the Board of Directors on a regular basis.

The data sources used to evaluate progress towards achievement of an objective is accessed from CHC's information system and through the existing Intergy electronic health records system. The QIC collects, aggregates, and disseminates the data in the various formats including spreadsheets, charts, and graphs. The evaluation process includes defining action steps, identifying potential breakdown points with the system of care, the potential effects of those breakdowns, recommendations for resolutions and the person responsible for monitoring activities that will be reported back to the Committee. The Management Team uses information obtained as part of the QI process for organizational decision-making and improved clinical management.

- Describe the client satisfaction system currently in place.

CHC elicits feedback from the patients through various feedback mechanisms, including use of two opinion meters (web-based interactive survey kiosks). The meters are strategically located in the main health center to provide more flexible options through which to capture patient satisfaction and feedback information on a real time basis. The opinion meter allows CHC immediate access to survey results and the increased ability to create a multilingual client satisfaction survey. Other feedback mechanisms include an anonymous comment box located in the center, interaction with Consumer Advisory Board (CAB) members in the waiting room, periodic focus groups, and informal interviews. Consumers directly contribute to the strategic planning process through participation in the CAB and representation on the Board of Directors.

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

Case Management & Enabling Services: CHC's service delivery model is responsive to the needs of men and women experiencing homelessness in Miami-Dade County. Integration of comprehensive social and enabling services, including case management, benefits assistance, and transportation assistance, is an integral component of the delivery plan. The full-time SOAR Counselor assists patients in accessing disability benefits while the full-time, on-site Case Manager provides a range of case management services, including referrals for emergency shelter, housing, treatment, and employment services, and assistance accessing legal services. Case management services are integrated into the patient's health care plan, and case conferences between the case manager, medical provider, and other involved staff members ensure that care is coordinated and appropriate. Additionally, transportation assistance, including CHC's van transportation, taxi vouchers and passes for public transportation, is a vital service for patients who would otherwise be unable to access care. A full-time Transportation Coordinator oversees these services.

24-Hour Coverage: CHC 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 electronic health records system, providers can easily access a patient's chart securely after hours, transmit any needed medications electronically, and document the clinical advice given.

Hospital Admitting: For more than 15 years, CHC's providers have maintained admitting privileges at Jackson Health System, which serves as the center's partner hospital for all in-patient services.

Appendices - All appendices must be clearly referenced and support elements of the narrative.

**ATTACHMENT 2
BUDGET DETAIL
July 2012-June 2013**

Statement of Revenues and Expenses	
GRANT REVENUE	
Local Match (21.135%)	\$211,350
State Match (21.135%)	\$211,350
Federal Match (57.73%)	\$577,300
Total Grant Revenue	\$1,000,000
GRANT EXPENSES	
Salary & Wages	
Benefits	
Supplies	
Equipment	\$405,000
Contractual	
Construction	\$571,667
Other (contingencies)	\$23,333
Total Grant Expenses	\$1,000,000
UNDUPLICATED CLIENTS	
Unduplicated Clients	4,930
Cost Per Client	\$202.94
Encounters	29,253
Cost Per Encounter	\$34.18

Total In-Kind, Voluntary, or Other Contributions:

BUDGET JUSTIFICATION NARRATIVE

Item Description	Costs
Construction	
Mechanical, electrical, and plumbing engineering, bid construction documents, and assistance during the construction bidding.	\$40,000
Plans review and approval, and inspections conducted by the City of Miami Building Department inspectors, contractor payment certification, final inspections, and project close out.	\$15,000
Removal of existing flooring, ceilings, walls, and fixtures associated with spaces being renovated	\$50,000
First Floor	
Costs include:	\$50,000
Convert existing lab and EKG room into one large lab	
Renovate 6 exam rooms on first floor	
Renovate triage/lab into podiatry clinical space	
Renovate dispensary	
Renovate patient discharge waiting area	
Renovate bullpen	
Expand dental suite	
Move door by HIV Services room	
Renovate patient check in area	
Re-install staff restroom	
Convert restroom into exam room	
Replace flooring and floorboards	
Repaint all walls	
Replace all interior signage	
Renovate all restrooms	
Second Floor	
Costs include:	\$50,000
Convert 6 administrative offices into triage room, 3 exam rooms, dispensary, and lab	
Convert shared office room into patient discharge waiting area	
Renovate existing triage area to podiatry	
Move door on existing Operations Manager office to north hallway	
Re-installation of staff restroom (previously BH office)	
Renovate patient check in area	
Convert exam room to behavioral health office	
Convert bathroom behind elevator into storage	
Renovate existing center office space to copy room and file storage	

Item Description	Costs
Renovate 6 exam rooms	
Replace flooring and floorboards	
Repaint all walls	
Replace all interior	
Renovate all restrooms	
Third Floor	
Costs include:	\$25,000
Renovate large accounting and file storage room into shared office for providers with 6 private office spaces (permanent cubicles)	
Upgrade clinical and administrative offices and repair all damages	
General Building Items	
Elevator repair	\$25,000
Parking lot - asphalt stripping and sealing, replace parking stops	\$21,667
Replace Camillus House lighted logo sign to Camillus Health Concern logo on front of building	\$10,000
Upgrade IT system core elements for electronic health records (panels in closets, drops to offices, move wiring system out of elevator shaft)	\$25,000
Phone system replacement (Camillus House owned phones)	\$25,000
HVAC repairs (chiller, computer system)	\$25,000
Windows, doors, gates repair / replacement	\$50,000
Replace vinyl flooring in front stairwell	\$10,000
Emergency lighting upgrade and battery replacement	\$15,000
Fire system panel upgrade	\$15,000
Electrical system panel upgrade	\$10,000
Repair roof and roof elements	\$100,000
Repair / replace garage door and security system for door	\$10,000
Subtotal Construction	\$571,667
Equipment	
First Floor	
Exam tables x 7	\$14,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$13,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 9	\$4,500
Chairs for front and back waiting rooms x 50	\$5,000

Item Description	Costs
Computer systems for 1 new exam room, fit 3 exam rooms with no system	\$2,000
Equipment for dental suite	\$25,000
Cubicles for group meeting area x 4	\$10,000
Office furniture for patient services, HIV counseling, patient services representatives	\$24,000
Office furniture for security guard	\$4,000
Shelving for medical records storage room	\$10,000
Furniture / shelving for dispensary and lab	\$6,000
Second Floor	
Exam tables x 5	\$10,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$10,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 7	\$3,500
Chairs for front and back waiting rooms x 45	\$4,500
Podiatry table / equipment	\$4,000
Computer systems for 7 new clinical spaces	\$3,500
Office furniture for behavioral health staff x 8	\$32,000
Furniture / shelving for new dispensary and new lab	\$5,000
Furniture / shelving for new file storage and copy room in center	\$3,000
Furniture for new behavioral health group room	\$6,000
General Building Items	
Office furniture for 20 staff members	\$80,000
Building locks and security system upgrade (photo RFID badges for doors and elevator)	\$75,000
Overall security system upgrade (cameras, monitors, paging system)	\$50,000
Subtotal Equipment	\$405,000
Subtotal	\$976,667
Contingencies	\$23,333
Total Project Costs	\$1,000,000

EXHIBIT B
TO 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 Camillus Health Concern, Inc., a Florida nonprofit corporation ("Camillus ") 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 \$600,000 from BBC Program Project No. 305 to Camillus (the "Funding Allocation") to be used to fund expansion of an existing facility and possibly a mobile clinic in District 3; and

WHEREAS, Camillus proposes to renovate its existing clinic facility located at 336 NW 5th Street, in Miami (the "Clinic") as described more specifically in Exhibit 1 to this Agreement (the "Project"); and

WHEREAS, in order to raise additional funds needed to construct the Clinic, Camillus 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 \$211,350 (the "Local Match"), which, subject to award of LIP Grant Funds to Camillus for the Project, the County has agreed to provide to the State as a grant which will be funded from a portion of the \$600,000 previously allocated from the BBC Program Project No. 305 to Camillus; and

WHEREAS, subject to award of LIP Grant Funds to Camillus for the Project, the Funding Allocation shall be disbursed in two allocations of which \$211,350 has been allocated by the County to the State as the Local Match for LIP Grant Funds (the "State Funding Cycle Allocation") and \$388,650 has been allocated to Camillus for the Project (the "Camillus 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 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 \$211,350 to Camillus and, pursuant to the terms of this Agreement, Camillus 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, Camillus and Bank of America, National Association, 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 Camillus, the County and Bank of America, National Association, a copy of which is attached as Attachment "C" to this Agreement (the "Escrow Deposit Agreement") and incorporated in this Agreement by this reference; and

WHEREAS, the Project is estimated to cost \$1,388,650 (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 Camillus; and

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

WHEREAS, the parties will enter into a separate Grant Agreement for the Camillus 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 Camillus 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 Camillus 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 Camillus 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 Camillus through written project funding commitments from third parties, a projected timetable for the State Funding Cycle Allocation and each Camillus 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 \$211,350. 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 Camillus an amount equal to \$211,350 no later than June 15, 2013 for the sole purpose of funding the Project. Camillus agrees that it shall deposit \$211,350 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. Camillus 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 Camillus' 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 Camillus is not in breach of this Agreement and Camillus has demonstrated that it has adequate funds to complete the Project. Camillus 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 Camillus. The County shall not be obligated to reimburse Camillus from the Camillus 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 Camillus 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: Camillus may only use the amounts on deposit in the Escrow Account for the purpose of renovating and/or equipping the Project as specifically described in Exhibit 1. Further, it is expressly understood and agreed, that the Project must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section 25 of this Agreement.

For at least twenty-five (25) years from the completion of the Project, Camillus shall use the facility and/or equipment acquired and/or improved under the Project for activities benefiting the public, and for no other purposes. Camillus 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 Camillus 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, Camillus must request in writing that the County Mayor review and approve such revisions. Camillus' 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: Camillus agrees to demonstrate fiscal stability and the ability to administer the Funding Allocation responsibly and in accordance with standard accounting practices by developing and adhering to a Project budget that is based upon reasonable revenue development and expenditures projected to complete the Project within the Total Project Cost. The Project budget is attached as Exhibit 1. Further, Camillus agrees that all expenditures will be subject to the terms of this Agreement. If Camillus 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, Camillus must request in writing that the County Mayor review and approve such revisions. Camillus' 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 Camillus 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, Camillus must submit to the County Mayor, a written report documenting that Camillus is meeting or has fulfilled all Project and financial requirements. This report is to be received by the County Mayor monthly. Camillus 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 Camillus 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 Camillus.

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

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

Camillus 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.

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

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

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

Camillus 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.

Camillus 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 Camillus 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.

Camillus 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.

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

- (3) If Camillus fails to deposit \$211,350 in the Escrow Account immediately upon receipt of such funds from the State, and Camillus fails to cure its default within three business (3) days after written notice of the default is given to Camillus 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 Camillus; 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 Camillus' breach of this Agreement, Camillus will not be eligible to apply to the County for another grant for a

period of one (1) year, commencing on the date Camillus receives the notice in writing of the breach of this Agreement. Further, Camillus 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

Camillus Health Concern, Inc.:

Raymond J. Kayal, Sr.
Executive Director & CEO
Camillus Health Concern, Inc.
336 NW 5th Street
Miami, Florida 33128
Tel. (305) 577-4840
Fax. (305) 373-7431

With a copy to:

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

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 Camillus 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 Camillus 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 Camillus:** Camillus represents that this Agreement has been duly authorized, executed and delivered by the governing body of Camillus and it has granted Raymond J. Kayal, Sr., its Executive Director & CEO, the required power and authority to execute this Agreement. Camillus 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. Camillus also agrees to accept and comply with the

BBC GOB Administrative Rules. Camillus 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 Camillus is not in breach of this Agreement and Camillus 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:** Camillus 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 Camillus 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.

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 Camillus 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, Camillus agrees that funding provided to Camillus 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 \$211,350 received by Camillus 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, Camillus 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:

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

HARVEY RUVIN, CLERK

on the ____ day of _____, 2011

By: _____
Deputy Clerk

By: _____ Date _____
County Mayor

Camillus Health Concern, Inc.:

on the ____ day of _____, 2011

(Camillus' Corporate Seal)

Federal Identification # _____

By _____
(name)
(title)

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

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

<u>Camillus Health Concern, Inc.</u>				<u>Camillus Health Concern - Renovation and Expansion</u>			
				<u>Project Number 305.1-75294</u>			
REVENUES				Milestones	EXPENSES		
FY 2011 GOB Allocation	Future GOB Allocations	Other Funding Allocations	Total Estimated Revenues		Projected Schedule Start Date	End Date	Total Estimated Expenses
70,000			70,000	Project Administration	10/1/2012	12/1/2012	70,000
		70,000	70,000	Project Administration (Non-GOB)	1/1/2012	3/1/2014	70,000
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
			0	Pre-design, Planning, including preliminary (Non-GOB)			0
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
30,000			30,000	Design	8/1/2012	11/31/2012	30,000
		10,000	10,000	Design (Non-GOB)	8/1/2012	11/31/2012	10,000
			0	Dry run/permit			0
			0	Dry run/permit (Non-GOB)			0
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
111,350	388,650		500,000	Construction On Going	12/1/2012	3/1/2014	500,000
		708,650	708,650	Construction On Going (Non-GOB)	12/1/2012	3/1/2014	708,650
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
211,350	388,650	788,650	1,388,650	TOTALS			1,388,650

* Other Funding (List sources and amounts)

Funding Source	Amount
Federal Medicaid Match	577,300
State Match	211,350
Total	
	788,650

Project Narrative/Description

Camillus Health Concern (CHC) is a sister agency of Camillus House which provides comprehensive healthcare and social services to Miami-Dade's homeless residents. Camillus House currently occupies the third floor of the Greer Building (336 NW 5th Street, Miami, FL 33128) with its administrative offices, and CHC's clinical practice and administrative offices are located on the first and second floors. With Camillus House planning to move to a new location, CHC proposes to renovate all three floors of the existing Greer Building to expand its clinical and administrative operations. Clinical services provided include: Adult Primary Care; Pediatric Primary Care; Women's Health Services; HIV/AIDS Counseling, Testing and Referral; Psychology and Psychiatry; Patient Education and Disease Management; Medical Outreach; Oral Health; Podiatry and Other Specialty Services; Pharmaceuticals; Case Management and Transportation. With CHC occupying all three floors, the total building capacity square footage will increase from approximately 11,200 to 16,800, including an increase of approximately 1,492 square feet of primary care space.

GOB Total Funding Allocation Narrative/Description

Initial AK Date 7/30/12

Exhibit 1 - Project Budget and Description

First Floor: Expand dental suite from 314 square feet (sf) to 597sf; renovate / upgrade 6 existing exam rooms (648 sf); add new exam room (89 sf); expand laboratory from 129sf to 247 sf; Second Floor: Podiatry will move into the space currently shared by three other departments - move existing 151sf podiatry suite from 1st floor to 160sf space; convert six offices to new triage room (116sf), a new laboratory (129sf), a new dispensary (116sf), and three new exam rooms (345sf); renovate / upgrade 2 existing exam rooms (209sf); convert office to disposition (192sf). As a result, a total CHC will realize an additional 1,492sq in primary care space and will renovate/upgrade at total of 2,214sf in primary care space. With the additional and upgraded space, CHC anticipates a 15% increase in unduplicated patients (4,287 to 4,930) which will correspond to a 15% increase in patient encounters (25,503 to 29,253). Additionally, because the increase in patients and encounters, CHC will hire an ARNP.

GOB 2011 Funding Allocation Narrative/Description

GOB funding will be used for design and construction of Camillus Health Concern expansion resulting in 1,492sf in new and 2,214sf in renovated primary care space.

**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.

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ATTACHMENT A
TO FUNDING AGREEMENT
“GRANT APPLICATION”

ATTACHMENT 1

**TITLE PAGE
PROJECT FUNDING REQUEST**

**FLORIDA DEPARTMENT OF HEALTH
FEDERALLY QUALIFIED HEALTH CENTER EXPANSION ACT**

PROJECT INFORMATION	
<i>Project Title</i> Greer Building Renovation	
<i>Client/Service Expansion</i> <input type="checkbox"/> <i>Construction/Renovation</i> <input checked="" type="checkbox"/>	
<i>Health Center Name</i> Camillus Health Concern	<i>Health Center County</i> Miami-Dade County
<i>Address</i> 336 NW 5 th Street, Miami, FL 33128-1616	
<i>Medicaid Locator/Identifier Number for Project</i> 680002500	
PROJECT CONTACT INFORMATION	
<i>Contact Name</i> Tom Campbell	<i>Title</i> Assistant Executive Director, Director of Planning & Development
<i>Address</i> 336 NW 5 th Street, Miami, FL 33128-1616	
<i>Phone Number</i> 305.577.4840 x243	<i>Fax Number</i> 305.373.7431
<i>Email</i> tcampbell@hcnetwork.org	<i>Federal ID Number</i> 65-006-3921
<i>Funding Requested</i>	
State Match (21.135%)	\$211,350
Local Match (21.135%)	\$211,350
Federal Medicaid Match (57.73%)	\$577,300
Total Project Funding Requested	\$1,000,000
<i>This application must be signed and dated by an authorized representative of the applicant:</i>	
_____ Raymond J. Kayal, Sr. Name/Printed	_____ Executive Director & CEO Title
_____ Signature	_____ Date

Project Narrative Description

Project Summary/Abstract

Provide a brief summary description of the proposed project. Include the facility name, address and days and hours of operation for the proposed project.

Camillus Health Concern, Inc. (CHC) is requesting funds to renovate the three-story Greer Building, which is located at 336 NW 5th Street in Miami, Florida, in order to increase access to comprehensive services for homeless persons in Miami-Dade County. CHC's clinical practice and administration operates on the first and second floors of the building. CHC's sister agency, Camillus House, currently occupies the third floor and plans to move to a new facility. Once Camillus House vacates the third floor, CHC will increase its total square footage from approximately 11,200 to 16,800. Funding for this project will allow CHC to renovate all three floors of the building in order to expand clinical operations. CHC anticipates a 15% increase in patients as a result of the expansion (4,287 to 4,930) and a corresponding increase in annual medical encounters from 25,503 to 29,253.

Statement of Need

- a. Identify/describe both the *total and project target populations* and the need for health services. (See Definitions of *total and project target population*.)

Total target population: CHC's service area is the entire geographic area of Miami-Dade County. The County encompasses two Medically Underserved Areas, 14 Medically Underserved Populations, and 29 primary medical care Health Professional Shortage Areas. Further, CHC serves in a designated Dental Health Professional Shortage Area.

CHC's specific target population is persons experiencing homelessness in Miami-Dade County. More than 15,200 individuals were homeless in Miami-Dade over the course of 2011. In January 2012, the Miami-Dade County Homeless Trust conducted a point-in-time census that counted 3,777 homeless persons in Miami on that particular night. Of those, more than 20% (789) were living on the streets or other places not fit for human habitation, and the remainder was living in emergency shelters or transitional programs. Approximately 60% of the County's homeless population is Black/African American, and 23% is Hispanic. The cultural and ethnic composition of the population presents a language barrier for many people, who have trouble completing necessary tasks such as filling out job applications and navigating the public health system.

Lack of health insurance is only one of many barriers to accessing health care for persons who are homeless in Miami-Dade. Poor public transportation and a geography that includes both urban and agricultural areas make it difficult for many individuals to access care. Additionally, in the absence of a coordinated, seamless system of care, persons who are poor and homeless are faced with the challenge of navigating the fragmented health care safety net system. Many lack knowledge of what services are available and the funds to pay for treatment. Further, many in this population lack documentation proving identification and legal status that would qualify them for health care. For immigrants with potential language barriers and persons with low literacy levels, this becomes even more problematic and challenging.

The vast majority of CHC's patients are individuals from racial and ethnic minority groups, a population that presents with greater health disparities. CHC's patients experience high rates of

cardiovascular disease, hypertension, upper respiratory infection, and asthma. Diabetes is a recurring diagnosis among the center's patients. Patients have high rates of oral pathologies, with untreated dental caries, periodontal disease, and tooth erosion making up the common diagnoses. Additionally, consistent with local trends, CHC's patients also experience high rates of mental illness, substance abuse, and co-morbidities. Many CHC patients require multiple visits to stabilize their situations and need continuous follow-up to maintain these gains.

Project Target Population: Persons experiencing homelessness, by their very nature, represent an extremely transient population. CHC anticipates reaching approximately 4,930 homeless individuals on an annual basis, representing approximately 30% of the total number of individuals who experience homelessness in Miami-Dade every year.

CHC's patients traditional experience significant barriers to care:

- Severe poverty – the neighborhoods immediately surrounding CHC's main site are among the most economically disadvantaged and underserved areas in Miami-Dade County, with a median income of \$11,873 and poverty rates as high as 43%. The vast majority of the center's patients reside within these inner-city communities.
- Lack of health insurance – minority groups, namely Blacks and Hispanics, make up the vast majority of the County's uninsured population. Many county residents with chronic health issues, especially individuals who are homeless, go untreated due to their inability to navigate the health care system.
- Limited numbers of health providers to service these populations – according to the State Department of Health, there were a total of 1,154 licensed internists and 293 licensed family physicians serving the County in 2008 (FDOH 2010). The population to provider ratio was 2,137:1 for internists and 8,457:1 for family physicians that year. CHC's service area encompasses two Medically Underserved Areas, 14 Medically Underserved Populations, and 29 primary medical care Health Professional Shortage Areas. Further, CHC serves in a designated Dental Health Professional Shortage Area.

In addition, poor public transportation and a geography that includes both urban and agricultural areas make it difficult for many individuals to access care. In the absence of a coordinated, seamless system of care, persons experiencing homelessness are faced with the challenge of navigating Miami's fragmented health care safety net system. Many lack knowledge of what services are available and the funds to pay for treatment. Further, many in this population lack documentation proving identification and legal status that would qualify them for health care. For immigrants with potential language barriers and persons with low literacy levels, this becomes even more problematic and challenging.

Unmet Need: Miami-Dade County lacks an adequate number of health care providers for the uninsured and underserved populations, as previously described. The demand for the provision of primary health care to persons experiencing homelessness exceeds that which the health care system is able to provide. This increases the demands on CHC to meet the escalating needs for health care access.

Jackson Memorial Hospital (JMH), the local public hospital, provides tertiary and emergency care to a large portion of the target communities, but given that JMH is the major provider of care for the uninsured in Miami, the specific and unique health care needs of patients who are homeless are often not met. The hospital setting is also ineffectual for the most important kind of care for persons who are homeless: maintenance and prevention. The comprehensive care provided by CHC plays a

crucial role in the health care system for persons experiencing homelessness, including provision of health maintenance that helps this population receive their care outside of the emergency rooms and hospital setting.

Miami-Dade County has six Community Health Centers under Section 330(e), all of which serve the underserved and working poor. While these centers strive to provide services to persons experiencing homelessness, they experience challenges when treating a population that has complex health, psychological, and social issues. These issues require ongoing preventative and primary care, and CHC's unique specialty is addressing this unmet need.

Facility Capacity to Meet Need: Over the years, CHC has experienced increasing difficulty in responding to growing demand for primary health care services. As a result, timely access to CHC's providers is usually characterized by significant delays. Despite the availability of walk-in slots, CHC is not able to meet the demand for walk-ins. Providers' schedules are typically booked solid several months in advance, which causes increasing wait times for follow-up and new appointments.

Compounding this issue is the fact that CHC has continuously expanded programs and capacity over the years, more than doubling from 12,777 encounters in 1999 to 25,503 in 2010. During this time, CHC has maintained the same total square footage of space available to provide services. These space limitations have necessitated the creative re-use of floor plans through many piecemeal renovation projects. For example, two "extra" restrooms have been converted into office space. Further, the facility simply lacks the appropriate amount space, which has forced providers and clinical services to share space, ultimately limiting the number of patients that can be seen during the day. Similarly, the dental suite is only large enough to accommodate two chairs, which also limits capacity.

CHC is the only free-standing 330(h) Healthcare for the Homeless provider in Miami-Dade County and is the only agency in Miami funded through HUD's Supportive Housing Program to provide healthcare to persons residing in homeless housing programs. CHC is Miami's only health center that provides services exclusively for persons experiencing homelessness. CHC is a unique entity that provides a vital service to a population that presents with complex health issues and is largely uninsured, unable to pay, and not qualified to receive benefits.

To meet the ever increasing demand for services, CHC has continually increased service provision over the years but has always done so within the same square footage of space. CHC has also never undertaken any significant, coordinated renovation efforts to make the space more efficient. Services and providers are doubled and tripled up in rooms that were originally intended for a single function. For example, on the second floor, the laboratory also includes the triage and dispensary functions, resulting in a crowded clinical space. While CHC has been able to provide continuous services for patients over the years, these conditions do not allow for the most effective or efficient provision of services.

b. Identify the *health benefits* to be provided to the *project target population*. (See Definitions)

Enhance Quality and Access: The project will provide a tangible benefit to CHC's patients. By increasing the availability of healthcare services available and decreasing the wait time between appointments, CHC's patients will see direct positive results in their health indicators. As described, the healthcare needs of persons experiencing homelessness are complex, often requiring more frequent and intense interventions. The current scheduling situation often hinders CHC's providers from seeing patients as frequently as would otherwise be ideal. Expanded capacity will allow patients

to be scheduled for follow-up appointments sooner rather than later. Further, the expanded capacity will improve access and quality by decreasing wait times and patient cycle time.

Improved Access: As described, the project will allow CHC to expand the physical space where services are provided. With more exam rooms, expanded clinical support functions (triage, lab, dispensary), expanded dental capacity, and expanded behavioral health capacity, the current staff will be able to reach even more patients on any given day. This will allow for shorter wait times during the day, will expand walk-in capacity, and will decrease the amount of time that patients must wait for a follow-up appointment.

Strategic Plan: The project will directly address several priorities outlined in CHC's strategic planning processes, including increasing primary health, oral health, and behavioral health services. Throughout the years, the Board has placed these items as high strategic priorities, most recently as part of the coordinated ongoing strategic planning efforts with Camillus House and the construction of their new facility. The proposed project will provide the capacity to expand in all of these priority areas. Indirectly, the project will address other priorities relating to generating additional revenues, particularly through Medicaid and Medicare.

Appropriate Given Other Providers: CHC is the only free-standing 330(h) Healthcare for the Homeless provider in Miami-Dade County and is the only health center that provides services exclusively for persons experiencing homelessness. CHC is also the only agency in Miami funded through HUD's Supportive Housing Program to provide healthcare to persons residing in homeless housing programs. CHC's services are a vital component to Miami's overall continuum of care. CHC has continually increased services over the years but has done so within the same square footage of space. CHC has also never undertaken any significant, coordinated renovation efforts to make the space more efficient. Services and providers are doubled and tripled up in rooms that were originally intended for a single function. For example, on the 2nd floor, the lab also includes the triage and dispensary functions, resulting in a crowded clinical space. While CHC has been able to provide continuous services for patients over the years, these conditions do not allow for the most effective or efficient provision of services.

Impact on Service Delivery: The proposed project will provide greater efficiency in the health center's operations by increasing the total number of exam rooms available from 9 rooms to 12, by expanding the capacity of clinical support services on the 2nd floor, by expanding the dental suite, and by expanding behavioral health space. These changes will allow for more patients to flow through the system during the day and will create a much more efficient operation with reduced waiting times and improved scheduling capacity.

The additional exam rooms will decrease provider downtime by allowing patients to be moved into exam rooms while the providers are seeing other patients. In addition, the increased exam room space will provide more capacity on days when 5 or 6 providers are scheduled at the same time, so that each provider has access to and can move quickly between at least 2 exam rooms. Finally, the additional rooms will provide increased availability of space on days when medical students are rotating through the facility providing services. Increasing the number of exam rooms will also help reduce the total cycle time for patients by moving them more quickly from the waiting room to the exam room to disposition.

The expanded triage, lab, dispensary, and disposition areas on the 2nd floor will allow operations to mirror the 1st floor. Currently, the majority of triage, lab, and dispensary services are provided on the 1st floor, and all disposition activities are provided on the 1st floor. CHC has identified the patient disposition area as a bottleneck in services. The expanded space on the 2nd floor will help balance the

workload between the 2 floors and will reduce the need to move patients between floors, which will ultimately reduce the burden on 1st floor operation and reduce the cycle time for patients. The expansion of the lab on the 1st floor will enhance this benefit by giving more space for staff to complete the patient checkout process. Providing adequate space for these services on the 2nd floor will allow staff the capacity to work more efficiently, as the current situation is overcrowded.

Expanding the dental suite on the 1st floor will provide the space to install a 3rd dental chair, which will help to eliminate a long-known bottleneck in the flow of CHC's oral health services. The additional chair will effectively reduce downtime between patients by allowing 2 chairs to be occupied while the 3rd is being prepped for the next patient. The additional chair will also allow for more efficient scheduling, by allowing 3 patients to be seen simultaneously instead of just 2. This point is particularly salient during times when the dentist is working on a complicated, lengthy case.

Although the additional behavioral health space comprises an insignificant portion of the budget, the same rationale has been applied to the provision of these services. Services are currently extremely limited because CHC's 9 psychology interns currently do not have a dedicated space to provide counseling. The additional space will allow interns to provide services thereby increasing the capacity of the program.

The increased capacity generated by this project will allow CHC to see more patients and provide additional encounters. As described, CHC's patient population presents with complex health issues that often require many follow-up visits to provide proper treatment. As a result, an increase in unduplicated patients is not necessarily the best metric in comparison to the need for an increase in encounters. This holds particularly true as CHC is seeking Patient Centered Medical Home certification, which will strengthen service provision for existing patients.

CHC anticipates increasing the total number of encounters by approximately 15% as a result of the expansion – from 25,503 to 29,253 after the expansion – with a total anticipated increase of approximately 643 unduplicated patients.

- * 35 additional primary health visits per week – 1,750 annually
- * 15 additional oral health visits per week – 750 annually
- * 25 additional behavioral health patients per week – 1,250 annually

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

Number of current unduplicated clients: 4,027 total patients in 2011

Number of current encounters: 25,503 in 2011

Time Period: From 1/1/2011 to 12/31/2011

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: 643
Number of encounters 3,750
Encounters per client 5.8

What is the percent of the total target population that will be served by the proposed project?
100 %

- b. Use the table below to identify the type and number of clinical staff and FTEs assigned to the proposed project. Mark with an 'X' in the appropriate box to indicate if the staff is **Existing** or **New** to the proposed project.

Type of Clinical Staff	# of FTEs	Existing	New
Physicians	4.0	4.0	
ARNPs	4.0	4.0	1.0
Clinical Services Administrator	1.0	1.0	
Registered Nurse	1.0	1.0	
Licensed Practical Nurse	1.0	1.0	
Medical Assistants	9.0	8.0	1.0
HIV Services Administrator	1.0	1.0	
Health Education Specialists	3.0	2.0	1.0
Psychiatrist	1.0	0.9	1.0
Psychologist	1.0	0.4	0.6
Licensed Clinical Social Workers	3.0	1.0	2.0
Dentist	1.0	1.0	
Hygienist	2.0	1.0	1.0
Dental Assistants	1.0	1.0	
Patient Services Representatives	6.0	6.0	

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

Type	Cost
First Floor	
Exam tables x 7	\$14,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$13,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 9	\$4,500
Chairs for front and back waiting rooms x 50	\$5,000
Computer systems for 1 new exam room, fit 3 exam rooms with no system	\$2,000
Equipment for dental suite	\$25,000
Cubicles for group meeting area x 4	\$10,000
Office furniture for patient services, HIV counseling, patient services representatives	\$24,000
Office furniture for security guard	\$4,000

Type	Cost
Shelving for medical records storage room	\$10,000
Furniture / shelving for dispensary and lab	\$6,000
Second Floor	
Exam tables x 5	\$10,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$10,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 7	\$3,500
Chairs for front and back waiting rooms x 45	\$4,500
Podiatry table / equipment	\$4,000
Computer systems for 7 new clinical spaces	\$3,500
Office furniture for behavioral health staff x 8	\$32,000
Furniture / shelving for new dispensary and new lab	\$5,000
Furniture / shelving for new file storage and copy room in center	\$3,000
Furniture for new behavioral health group room	\$6,000
General Building Items	
Building locks and security system upgrade (photo RFID badges for doors and elevator)	\$75,000
Overall security system upgrade (cameras, monitors, paging system)	\$50,000
Office furniture for clinical and administration team	\$80,000
Total Estimated Equipment	\$405,000

d. Health Status Outcomes: Data and Measurement (See Definitions)

- List the health status outcomes to be improved through the delivery of services and how the improvements will be measured. *Health status outcomes are measurable indicators of the health status of the target population. Examples: Pediatric BMI's, weight, immunization rates, HIV testing and counseling, STD screening rates, Healthy Start screening rates, average HbA1c for diabetic clients; blood pressure measurement, etc.*

Focus Area	Project Goals
A. Diabetes	Increase the percentage of adult patients with type 1 or 2 diabetes, whose most recent HbA1c is < 9 %, to 70 % by the end of the project period in 2015.
B. Cardiovascular Disease	Increase the percentage of adult patients diagnosed with hypertension, whose most recent blood pressure is less than 140/90, to 65 % by the end of the project period in 2015.
C. Cancer	Increase the percentage of women aged 21-64, receiving 1 or more PAP tests during the measurement period or within the 2 years preceding the measurement period, to 60 % by the end of the project period in 2015.
D. Child Health	Maintain the percentage of children, whose second birthday occurs during the measurement year, with complete and up-to- date immunizations, at

	100 % through the end of the project period in 2015.
E. Behavioral Health	Increase the percentage of patients with a diagnosis of clinically significant depression (CSD) who have a PHQ9 depression scoring evaluation within 6 months of their last Behavioral Health Service (BHS) visit, to 85 % by the end of the project period in 2015.
F. Oral Health	Increase the number of CHC patients who have at least one oral health encounter with either a dentist or dental hygienist by 8 %, to 1071 patients by the end of the project period in 2015.

- Describe how cost effectiveness and overall achievement of project goals will be determined. *Example: Cost per client; cost per encounter; number of clients served*

CHC's provided 25,503 encounters to 4,287 patients last year, with a total cost per patient of \$874.93 and a total cost per encounter of \$185.66. The planned renovations will be designed to improve patient flow and allow for medical providers to see more patients during the day. With the additional exam rooms and clinical space provided on the second floor, CHC expects to increase the total number of patients from 4,287 to 4,930 and the number of medical encounters from 25,503 to 29,253. CHC expects that this increase will cause an increase in the total cost per patient and a decrease in the total cost per medical encounter because more encounters will be provided.

- Describe current participation in any health disparities collaborative(s) and how participation in the collaborative(s) will be applied to the proposed project to reduce disparities and improve health status outcomes.

CHC is currently participating in a collaborative effort for diabetes care management, coordinated through Health Choice Network of Florida and in partnership with six other Federally Qualified Health Centers. The strategies and lessons learned through that project continue to be applied in the clinical practices and are being developed into an overall chronic disease management system. CHC is participating in the Gilead Pharmaceuticals HIV on the Frontlines of the United States initiative, in collaboration with nearly 50 other health centers throughout the nation. The focus of that project is to make HIV testing and counseling a part of routine primary care. The concept of managing patient populations, monitoring and tracking patient registries, and utilizing and integrated care team approach is also a part of the Patient Centered Medical Home certification that CHC is seeking through the National Center for Quality Assurance in partnership with Health Choice Network.

- Include a schedule of service start-up activities. Note: For service projects, it is expected that services will be available to the target population within 90 days of the date of the award letter.

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

e. Provide a copy of current sliding fee scale.

**CAMILLUS HEALTH CONCERN
SLIDING FEE SCHEDULE
Based on the Federal Poverty Guidelines 2011**

FAMILY SIZE	SLIDING FEE TYPE BASED ON FAMILY INCOME (\$)			
	A	B	C	D
2011 Sliding Fee Scale - All Services	\$5	\$10	\$20	Full Charge
1	\$0	\$ 10,891	\$18,338	\$21,781
	10,890	16,335	21,780	No cap
2	0	14,711	22,066	29,421
	14,710	22,065	29,420	
3	0	18,531	27,796	37,061
	18,530	27,795	37,060	
4	0	22,351	33,528	44,701
	22,350	33,525	44,700	
5	0	26,171	39,256	52,341
	26,170	39,255	52,340	
6	0	29,991	44,988	59,981
	29,990	44,985	59,980	
7	0	33,811	50,716	67,621
	33,810	50,715	67,620	
8	0	37,631	56,446	75,261
	37,630	56,445	75,260	
9	0	41,451	62,176	82,901
	41,450	62,175	82,900	
10	0	45,271	67,906	90,541
	45,270	67,905	90,540	

The sliding fee schedule is calculated as follows:

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

NOTE: The Camillus Sliding Fee Scale was approved by the Board on 07/29/11

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. Include a schedule of construction activities including a timeline for completion of the entire project, from planning to occupancy.

July 2012 – Camillus House vacates 3rd floor of Greer Building

July 2012 – funds awarded / project start

July 2012 – bid project

August 2012 – select contractors, begin project development

September 2012 – secure permits

October 2012 – begin 3rd floor renovations, IT and telephone infrastructure, purchase furniture

November 2012 – move administrative offices to 3rd floor, rearrange offices on 2nd floor

November 2012 – begin 2nd floor Phase 1 renovations – new exam rooms, triage, lab, dispensary

December 2012 – elevator motor replacement, fire and electrical panel replacement

January 2013 – HVAC upgrades

February 2013 – move triage, lab, dispensary functions to new space, begin 2nd floor Phase 2 renovations – podiatry, existing exam rooms, patient discharge areas

March 2013 – roof repairs

May 2013 – move podiatry and all 2nd floor new functions, begin 1st floor Phase 1 renovations – dental expansion, restroom conversions

August 2013 – complete dental, begin 1st floor Phase 2 renovations – move lab function to exam room, begin lab expansion

October 2013 – complete lab expansion, begin 1st floor Phase 3 – exam room renovations, dispensary renovation, remaining spaces renovation

January 2014 – final inspections and project completion

Quality Improvement

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

The primary care services offered as part of CHC's proposed expansion will easily be incorporated into the existing Quality Improvement Plan (QIP). The QIP is ongoing, active, and stems from the

activities of the QI Committee (QIC). This QIC, chaired by the Chief Medical Officer, coordinates and implements the QIP, monitors performance on operational and clinical outcomes and identifies necessary changes and updates to the plan. The Chief Medical Officer holds a permanent seat on the QIC and is directly accountable for the successes or failures of the QIP. Additional QIC members include the Executive Director, key management staff, and direct services personnel from the center's various programs and services, ensuring all aspects of patient care are represented. The QIC Chair assigns and distributes QI activities to the Committee members during ten yearly committee meetings. The Committee reports and follows up with all outcomes, developing corrective action plans for those outcomes with noted deficiencies. QI findings are reported to the Board of Directors on a regular basis.

The data sources used to evaluate progress towards achievement of an objective is accessed from CHC's information system and through the existing Intergy electronic health records system. The QIC collects, aggregates, and disseminates the data in the various formats including spreadsheets, charts, and graphs. The evaluation process includes defining action steps, identifying potential breakdown points with the system of care, the potential effects of those breakdowns, recommendations for resolutions and the person responsible for monitoring activities that will be reported back to the Committee. The Management Team uses information obtained as part of the QI process for organizational decision-making and improved clinical management.

- Describe the client satisfaction system currently in place.

CHC elicits feedback from the patients through various feedback mechanisms, including use of two opinion meters (web-based interactive survey kiosks). The meters are strategically located in the main health center to provide more flexible options through which to capture patient satisfaction and feedback information on a real time basis. The opinion meter allows CHC immediate access to survey results and the increased ability to create a multilingual client satisfaction survey. Other feedback mechanisms include an anonymous comment box located in the center, interaction with Consumer Advisory Board (CAB) members in the waiting room, periodic focus groups, and informal interviews. Consumers directly contribute to the strategic planning process through participation in the CAB and representation on the Board of Directors.

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

Case Management & Enabling Services: CHC's service delivery model is responsive to the needs of men and women experiencing homelessness in Miami-Dade County. Integration of comprehensive social and enabling services, including case management, benefits assistance, and transportation assistance, is an integral component of the delivery plan. The full-time SOAR Counselor assists patients in accessing disability benefits while the full-time, on-site Case Manager provides a range of case management services, including referrals for emergency shelter, housing, treatment, and employment services, and assistance accessing legal services. Case management services are integrated into the patient's health care plan, and case conferences between the case manager, medical provider, and other involved staff members ensure that care is coordinated and appropriate. Additionally, transportation assistance, including CHC's van transportation, taxi vouchers and passes for public transportation, is a vital service for patients who would otherwise be unable to access care. A full-time Transportation Coordinator oversees these services.

24-Hour Coverage: CHC 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 electronic health records system, providers can easily access a patient's chart securely after hours, transmit any needed medications electronically, and document the clinical advice given.

Hospital Admitting: For more than 15 years, CHC's providers have maintained admitting privileges at Jackson Health System, which serves as the center's partner hospital for all in-patient services.

Appendices - All appendices must be clearly referenced and support elements of the narrative.

**ATTACHMENT 2
BUDGET DETAIL
July 2012-June 2013**

Statement of Revenues and Expenses	
GRANT REVENUE	
Local Match (21.135%)	\$211,350
State Match (21.135%)	\$211,350
Federal Match (57.73%)	\$577,300
Total Grant Revenue	\$1,000,000
GRANT EXPENSES	
Salary & Wages	
Benefits	
Supplies	
Equipment	\$405,000
Contractual	
Construction	\$571,667
Other (contingencies)	\$23,333
Total Grant Expenses	\$1,000,000
GRANT REVENUE	
Unduplicated Clients	4,930
Cost Per Client	\$202.94
Encounters	29,253
Cost Per Encounter	\$34.18

Total In-Kind, Voluntary, or Other Contributions:

BUDGET JUSTIFICATION NARRATIVE

Item Description	Costs
Construction	
Mechanical, electrical, and plumbing engineering, bid construction documents, and assistance during the construction bidding.	\$40,000
Plans review and approval, and inspections conducted by the City of Miami Building Department inspectors, contractor payment certification, final inspections, and project close out.	\$15,000
Removal of existing flooring, ceilings, walls, and fixtures associated with spaces being renovated	\$50,000
First Floor	
Costs include:	\$50,000
Convert existing lab and EKG room into one large lab	
Renovate 6 exam rooms on first floor	
Renovate triage/lab into podiatry clinical space	
Renovate dispensary	
Renovate patient discharge waiting area	
Renovate bullpen	
Expand dental suite	
Move door by HIV Services room	
Renovate patient check in area	
Re-install staff restroom	
Convert restroom into exam room	
Replace flooring and floorboards	
Repaint all walls	
Replace all interior signage	
Renovate all restrooms	
Second Floor	
Costs include:	\$50,000
Convert 6 administrative offices into triage room, 3 exam rooms, dispensary, and lab	
Convert shared office room into patient discharge waiting area	
Renovate existing triage area to podiatry	
Move door on existing Operations Manager office to north hallway	
Re-installation of staff restroom (previously BH office)	
Renovate patient check in area	
Convert exam room to behavioral health office	
Convert bathroom behind elevator into storage	
Renovate existing center office space to copy room and file storage	

Item Description	Costs
Renovate 6 exam rooms	
Replace flooring and floorboards	
Repaint all walls	
Replace all interior	
Renovate all restrooms	
Third Floor	
Costs include:	\$25,000
Renovate large accounting and file storage room into shared office for providers with 6 private office spaces (permanent cubicles)	
Upgrade clinical and administrative offices and repair all damages	
General Building Items	
Elevator repair	\$25,000
Parking lot - asphalt stripping and sealing, replace parking stops	\$21,667
Replace Camillus House lighted logo sign to Camillus Health Concern logo on front of building	\$10,000
Upgrade IT system core elements for electronic health records (panels in closets, drops to offices, move wiring system out of elevator shaft)	\$25,000
Phone system replacement (Camillus House owned phones)	\$25,000
HVAC repairs (chiller, computer system)	\$25,000
Windows, doors, gates repair / replacement	\$50,000
Replace vinyl flooring in front stairwell	\$10,000
Emergency lighting upgrade and battery replacement	\$15,000
Fire system panel upgrade	\$15,000
Electrical system panel upgrade	\$10,000
Repair roof and roof elements	\$100,000
Repair / replace garage door and security system for door	\$10,000
Subtotal Construction	\$571,667
Equipment	
First Floor	
Exam tables x 7	\$14,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$13,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 9	\$4,500
Chairs for front and back waiting rooms x 50	\$5,000

Draft as of 4/25/2012

Item Description	Costs
Computer systems for 1 new exam room, fit 3 exam rooms with no system	\$2,000
Equipment for dental suite	\$25,000
Cubicles for group meeting area x 4	\$10,000
Office furniture for patient services, HIV counseling, patient services representatives	\$24,000
Office furniture for security guard	\$4,000
Shelving for medical records storage room	\$10,000
Furniture / shelving for dispensary and lab	\$6,000
Second Floor	
Exam tables x 5	\$10,000
Integrated Diagnostic System Wall Set for exam rooms, triage, lab	\$10,500
Exam room equipment (instrument stand, stool, biomedical waste bin, mounted paper towel dispenser, etc.) x 7	\$3,500
Chairs for front and back waiting rooms x 45	\$4,500
Podiatry table / equipment	\$4,000
Computer systems for 7 new clinical spaces	\$3,500
Office furniture for behavioral health staff x 8	\$32,000
Furniture / shelving for new dispensary and new lab	\$5,000
Furniture / shelving for new file storage and copy room in center	\$3,000
Furniture for new behavioral health group room	\$6,000
General Building Items	
Office furniture for 20 staff members	\$80,000
Building locks and security system upgrade (photo RFID badges for doors and elevator)	\$75,000
Overall security system upgrade (cameras, monitors, paging system)	\$50,000
Subtotal Equipment	\$405,000
Subtotal	\$976,667
Contingencies	\$23,333
Total Project Costs	\$1,000,000

ATTACHMENT B
TO FUNDING AGREEMENT

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 House Bill 5001, 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 \$211,350.
 - 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 \$211,350. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$52,837.50 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$52,837.50 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.
- 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 Camillus Health Concern, Inc. for State Fiscal Year 2012-2013 is \$1,000,000.

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), Camillus Health Concern, 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 \$211,350 of the \$1,000,000 distribution to fund capital expenses incurred for the renovation of the facility at 336 NW 5th 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 \$211,350 to Camillus Health Concern, Inc. by June 15, 2013, the State shall remit to the County \$211,350 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

ATTACHMENT C
TO FUNDING AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "*Agreement*") is made and entered into as of _____, 2012, by and among Miami-Dade County, a political subdivision of the State of Florida ("County"), Camillus Health Concern, Inc., a Florida non-profit corporation ("Camillus"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "*Escrow Agent*").

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Camillus dated _____, 2012, Camillus is causing to be deposited \$211,350 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the renovation of Camillus' facility located at 336 NW 5th Street, Miami, Florida (the "*Clinic*"), for the sole purpose of increasing health care facilities in Miami-Dade County; and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I ESTABLISHMENT OF ESCROW

Subsequent to the execution of this Agreement, the following will occur

(a) Camillus will deposit \$211,350 (the "*Initial Deposit*") with the Escrow Agent. The Initial Deposit, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "*Escrow Fund*."

(b) The parties hereto hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as the escrow agent and depositary subject to the terms and conditions set forth herein. The Escrow Agent shall receive the Initial Deposit and agrees to hold the Escrow Fund in a separate and distinct account (the "*Escrow Account*") which is hereby established and which will be held and disbursed by the Escrow Agent only in accordance with the express terms and conditions of this Agreement.

ARTICLE II INVESTMENT OF ESCROW FUND

The Escrow Fund shall remain uninvested. The parties hereto hereby acknowledge and agree that they will not have any claim or cause of action against the Escrow Agent for its failure to invest the Escrow Fund in an interest bearing or otherwise accreting account and they shall indemnify and hold the Escrow Agent harmless from any such claim (and

any expenses incurred defending such claim) asserted, as applicable, by any of their respective shareholders, creditors, trustee(s) in bankruptcy or other persons not a party to this Agreement.

ARTICLE III
DISBURSEMENTS FROM THE ESCROW ACCOUNT

3.1 The Escrow Agent shall only disburse amounts held in the Escrow Account upon receipt of a joint written notice in the form attached as Exhibit D to this Agreement ("*Disbursement Request*") from the County and Camillus two (2) Business Days prior to the requested disbursement date specifying (i) the amount to be disbursed, (ii) the date of disbursement, (iii) the recipient of the disbursement, and (iv) the manner of disbursement and delivery instructions.

ARTICLE IV
COMPENSATION; EXPENSES

As compensation for its services to be rendered under this Agreement, for each year or any portion thereof, the Escrow Agent shall receive a fee in the amount specified in Exhibit A to this Agreement and shall be reimbursed upon request for all expenses, disbursements and advances, including reasonable fees of outside counsel, if any, incurred or made by it in connection with the carrying out of its duties under this Agreement. Camillus shall pay such fees and expenses. The Escrow Agent is hereby authorized and directed to withdraw from the Escrow Funds any fees or expenses that have been invoiced but that have remained unpaid for sixty (60) days or more. Further, and in addition to the right given to it in the preceding sentence, the Escrow Agent is hereby authorized to withhold any disbursement it would otherwise make from the Escrow Account if at the time of such disbursement any invoiced fees or expenses remain unpaid. Amounts due for fees and expenses at the time this Agreement is executed shall be deemed to have been invoiced at such time and for purposes of this Article IV shall be deemed an invoice. It is understood that the foregoing provisions may affect the disbursement of funds to parties not responsible for the payment of fees and expenses. Within five (5) business days of any withdrawal by the Escrow Agent from the Escrow Account for any fees or expenses that have been invoiced but that have remained unpaid for sixty (60) days or more, Camillus shall deposit in the Escrow Account an amount equal to the amount withdrawn by the Escrow Agent. If Camillus fails to deposit such amount by the time period set forth herein, in addition to any remedies available to the County at law, the County shall have the right to reduce the Camillus Funding Cycle Allocation (as such term is defined in the Funding Agreement) under the Funding Agreement by any amounts withdrawn by the Escrow Agent to fund any fees or expenses invoiced but that have not been paid by Camillus.

ARTICLE V
EXCULPATION AND INDEMNIFICATION

5.1 (a) The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement which obligations and duties shall be deemed purely ministerial in nature. No additional obligations and duties of the Escrow Agent shall be inferred or implied from the terms of any other documents or agreements, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of the Escrow Agent in all respects. The Escrow Agent shall not be subject to, or be under any obligation to ascertain or construe the terms and conditions of any other instrument, or to interpret this Agreement in light of any other agreement whether or not now or hereafter deposited with or delivered to the Escrow Agent or referred to in this Agreement. The Escrow Agent shall not be obligated to inquire as to the form, execution, sufficiency, or validity of any such instrument nor to inquire as to the identity, authority, or rights of the person or persons executing or delivering same. The Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document. The parties hereto shall provide the Escrow Agent with a list of authorized representatives, initially authorized hereunder as set forth on Exhibit B; as such Exhibit B may be amended or supplemented from time to time by delivery of a revised and re-executed Exhibit B to the Escrow Agent. The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Camillus agrees to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that the failure of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person does not constitute gross negligence or willful misconduct.

(b) In the event funds transfer instructions are given to the Escrow Agent pursuant to the terms of this Agreement (other than with respect to fund transfers to be made contemporaneously with the execution of this agreement), regardless of the method used to transmit such instructions, such instructions must be given by an individual designated on Exhibit B. Further, the Escrow Agent is authorized to obtain confirmation of such instructions by telephone call-back to the person or persons designated for verifying such instructions on Exhibit B. The Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The Escrow Agent may require any party hereto which is entitled to direct the delivery of fund transfers to designate a phone number or numbers for purposes of confirming the requested transfer. The parties

hereto aside from the Escrow Agent agree that the Escrow Agent may delay the initiation of any fund transfer until all security measures it deems to be necessary and appropriate have been completed and shall incur no liability for such delay.

5.2 The Escrow Account shall be maintained in accordance with applicable laws, rules and regulations and policies and procedures of general applicability to escrow accounts established by the Escrow Agent. The Escrow Agent shall not be liable for any act that it may do or omit to do hereunder in good faith and in the exercise of its own best judgment or for any damages not directly resulting from its gross negligence or willful misconduct. Without limiting the generality of the foregoing sentence, it is hereby agreed that in no event will the Escrow Agent be liable for any lost profits or other indirect, special, incidental or consequential damages which the parties may incur or experience by reason of having entered into or relied on this Agreement or arising out of or in connection with the Escrow Agent's duties hereunder, notwithstanding that the Escrow Agent was advised or otherwise made aware of the possibility of such damages. The Escrow Agent shall not be liable for acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Escrow Agent's reasonable control. Any act done or omitted to be done by the Escrow Agent pursuant to the advice of its attorneys shall be conclusively presumed to have been performed or omitted in good faith by the Escrow Agent.

5.3 In the event the Escrow Agent is notified of any dispute, disagreement or legal action relating to or arising in connection with the escrow, the Escrow Fund, or the performance of the Escrow Agent's duties under this Agreement, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings, arbitration, or other means as, in the Escrow Agent's discretion, it may require. In such event, the Escrow Agent will not be liable for interest or damages. Furthermore, the Escrow Agent may, at its option, file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. The Escrow Agent is authorized, at its option, to deposit with the court in which such action is filed, all documents and funds held in escrow, except all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to the interpleader action and which Camillus agrees to pay. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

5.4 Camillus hereby agrees to indemnify and hold the Escrow Agent, and its directors, officers, employees, and agents, harmless from and against all costs, damages, judgments, attorneys' fees (whether such attorneys shall be regularly retained or specifically employed), expenses, obligations and liabilities of every kind and nature which the Escrow Agent, and its directors, officers, employees, and agents, may incur, sustain, or be required to pay in connection with or arising out of this Agreement, unless the aforementioned results from the Escrow Agent's gross negligence or willful misconduct, and to pay the Escrow Agent on demand the amount of all such costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities. Specifically

with respect to a breach of the representations, warranties or covenants in Section 9.4 of this Agreement costs shall include, but are not limited to, (i) taxes, penalties and interest arising from such a breach and (ii) fees charged by accountants, attorneys, or other professionals to confirm the taxable status of the Escrow Account and to prepare any tax returns or other required filings with the Internal Revenue Service (“IRS”) (or reasonable fees charged by the Escrow Agent for similar services provided by its own employees) arising from such a breach. The costs and expenses of enforcing this right of indemnification also shall be paid by Camillus. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

ARTICLE VI TERMINATION OF AGREEMENT

This Agreement shall terminate:

(a) on the termination date set forth in a properly executed and delivered Termination Notice (as defined below). The County or Camillus may, at any time, terminate this Agreement by delivering to the Escrow Agent a joint written notice (the “*Termination Notice*”) signed by the County and Camillus setting forth (i) the requested termination date and (ii) instructions for the return or delivery of the parties’ then-escrowed property. The Termination Notice shall be received by the Escrow Agent not fewer than two (2) Business Days prior to the requested termination date. If the Termination Notice does not set forth instructions for the return or delivery of the parties’ then-escrowed property, the Escrow Agent shall presume that such property is to be returned to the County and the Escrow Agent shall incur no liability for so presuming. A form of Termination Notice is attached hereto as Exhibit C.

Should the parties hereto terminate the Agreement pursuant to this Article VI, it is understood and agreed by each of them that the Escrow Agent shall be entitled (i) to keep any monies paid to it in respect of fees or expenses previously due and owing and (ii) to offset from the amount of Escrow Funds on deposit as of the date of the Termination Notice or Final Disbursement Notice, any amounts due for fees and expenses that, as of such date, have been previously invoiced and remain unpaid or which are then due and payable by Camillus. Notwithstanding any other provision hereof, this Agreement shall not terminate before all amounts in the Escrow Account (including interest which has accrued but cannot be distributed prior to being posted) shall have been distributed by the Escrow Agent in accordance with the terms of this Agreement. Within five (5) business days of any withdrawal or offset from the Escrow Account by the Escrow Agent for any fees or expenses that are due and owing, or have been invoiced but that have remained unpaid, Camillus shall remit to the County an amount equal to the amount withdrawn or offset by the Escrow Agent. If Camillus fails to remit to the County such amount by the time period set forth herein, in addition to any remedies available to the County at law, the County shall have the right to reduce the Camillus Funding Cycle Allocation (as such term is defined in the Funding Agreement) under the Funding Agreement by any amounts

withdrawn or offset by the Escrow Agent. The amounts remitted to the County will be added to the Camillus Funding Cycle Allocation.

ARTICLE VII
RESIGNATION OF ESCROW AGENT

The Escrow Agent may resign at any time upon giving at least thirty (30) days prior written notice to the County and Camillus; provided that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: the County and Camillus shall use their best efforts to select a successor escrow agent within thirty (30) days after receiving such notice. If the County and Camillus fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right at the expense of Camillus to petition any court of general jurisdiction sitting in Cook County, Illinois for the appointment of a successor escrow agent. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, the Escrow Agent shall be discharged from any further duties and liability under this Agreement. The Escrow Agent shall be paid any outstanding fees and expenses prior to transferring assets to a successor escrow agent. Within five (5) business days of any withdrawal or offset from the Escrow Account by the Escrow Agent for any outstanding fees or expenses, Camillus shall remit to the County an amount equal to the amount withdrawn or offset by the Escrow Agent. If Camillus fails to remit to the County such amount by the time period set forth herein, in addition to any remedies available to the County at law, the County shall have the right to reduce the Camillus Funding Cycle Allocation (as such term is defined in the Funding Agreement) under the Funding Agreement by any amounts withdrawn or offset by the Escrow Agent. The amounts remitted to the County will be added to the Camillus Funding Cycle Allocation.

ARTICLE VIII
NOTICES

All notices required by this Agreement shall be in writing and shall be deemed to have been received (a) immediately if sent by facsimile transmission (with a confirming copy sent the same Business Day by registered or certified mail), or by hand delivery (with signed return receipt), (b) the next Business Day if sent by nationally recognized overnight courier or (c) the second following Business Day if sent by registered or certified mail, in any case to the respective addresses as follows:

If to County:

Miami-Dade County
111 NW 1st Street

Suite 2210
Miami, Florida 33128
Attention: Director, Office of Management and Budget
Telephone: (305) 375-2504
Fax: (305) 375-5168

If to Camillus:

Camillus Health Concern, Inc.
336 NW 5th Street
Miami, Florida 33128
Attention: Raymond J. Kayal, Sr., CEO
Telephone: (305) 577-4840 x. 202
Fax: (305) 373-7431

If to the Escrow Agent:

Bank of America Merrill Lynch
Global Custody and Agency Services
540 W. Madison Street
IL4-540-20-06
Chicago, Illinois 60661
Attention: [•]
Telephone: (312) [•]-[•]
Fax: (312) 992-9833

ARTICLE IX
TAX REPORTING

9.1 Camillus understands and agrees that it is required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. Accordingly, the parties hereto other than the Escrow Agent understand and agree that unless and until all parties hereto have provided Tax Certifications to the Escrow Agent, the Escrow Account shall not be invested as otherwise provided herein nor shall disbursements be made from the Escrow Account as otherwise provided at Article III. In the case of a person that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "*Code*"), an original IRS Form W-9 (or applicable successor form) will be provided. In the case of a person that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code (hereinafter a "*foreign person*"), an original applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN (or applicable successor form), along with any required attachments, will be provided to the Escrow Agent. As used herein "*Tax Certification*" shall mean an IRS form W-9 or W-8 as described above. Under current law, the applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN generally will expire every three (3) years and must be replaced with another properly completed and signed original sent to the Escrow Agent. A new original IRS Form W-8, indicating the relevant Escrow Account number, (or such other information or forms as

required by law) must be delivered by each foreign person to, and received by, the Escrow Agent either prior to December 31st of the calendar year inclusive of the third (3rd) anniversary date of the date listed on the previously submitted form or as otherwise required by law.

9.2 The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law.

9.3 Camillus hereby (i) represents and warrants that, as of the date this Agreement is made and entered into, the Escrow Account is not a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund within the meaning of section 468B of the Code (and the regulations thereunder) and (ii) covenants that Camillus shall not take, fail to take or permit to occur any action or inaction, on or after the date this Agreement is made and entered into, that causes the Escrow Account to become such a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund at any time.

9.4 The parties to this Agreement agree that Camillus is not relieved of *its* obligation, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Each party hereto represents and warrants that such party has all necessary power and authority to execute and deliver this Agreement and to perform all of such party's obligations hereunder. This Agreement constitutes the legal, valid, and binding obligation of each party hereto, enforceable against such party in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law.

10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the parties hereto consent to jurisdiction in the State of Illinois and venue in any state or Federal court located in the City of Chicago.

10.3 Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10.4 This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

10.5 This Agreement may be executed by the parties hereto individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. This Agreement, signed and transmitted by facsimile machine or pdf file, is to be treated as an original document and the signature of any party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original.

10.6 The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement. Any references in this Agreement to any other agreement, instrument, or document are for the convenience of the parties and shall not constitute a part of this Agreement.

10.7 As used in this Agreement, "*Business Day*" means a day other than a Saturday, Sunday, or other day when banking institutions in Chicago, Illinois are authorized or required by law or executive order to be closed.

10.8 This Agreement constitutes a contract solely among the parties by which it has been executed and is enforceable solely by the parties by which it has been executed and no other persons. It is the intention of the parties hereto that this Agreement may not be enforced on a third party beneficiary or any similar basis.

10.9 The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

10.10 No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed. In addition, the foregoing rights to assign shall be subject, in the case of any party having an obligation to indemnify the Escrow Agent, to the Escrow Agent's approval based upon the financial ability of assignee to indemnify it being reasonably comparable to the financial ability of assignor, which approval shall not be unreasonably withheld.

10.11 Any claim against the Escrow Agent arising out of or relating to this Agreement shall be settled by arbitration in accordance with commercial rules of the American Arbitration Association. Arbitration proceedings conducted pursuant to this Article X shall be held in Chicago, Illinois.

10.12 Confidentiality. None of the parties to this Agreement may disclose the existence or substance of this Agreement, which shall be considered confidential to the parties hereto, except:

(a) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

(b) as required by applicable law, the rules of any relevant securities exchange, by order or decree of a court or other governmental authority having jurisdiction over such party, or in connection with such party's enforcement of any rights it may have at law or in equity;

(c) on a "need to know" basis to Persons within or outside such party's organization (including Affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its Affiliates; or

(d) after such information has become publicly available without breach of this Agreement.

[signatures appear on the following page(s)]

- FORM - NOT INTENDED TO BE AN INITIAL DRAFT -

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Miami-Dade County:

By: _____
Name: _____
Title: _____

Camillus Health Concern, Inc.:

By: _____
Name: Raymond J. Kayal, Sr.
Title: Chief Executive Officer

Escrow Agent:

BANK OF AMERICA, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

- FORM - NOT INTENDED TO BE AN INITIAL DRAFT -

EXHIBIT A

ESCROW AGENT FEE SCHEDULE

Set-Up Fee:	\$500.00
Tax Reporting Set-up Fee:	N/A
Annual Administration Fee:	\$5,000
Wire or Check Disbursement Fee	\$20.00
Outside Counsel Pre-Closing:	[\$TBD/case-by-case]

THE SET-UP FEES AND FIRST YEAR'S ANNUAL ADMINISTRATION FEES ARE DUE UPON EXECUTION OF THE ESCROW AGREEMENT.

* After the initial twelve (12) month period, the Annual Administration will be invoiced in advance on a six-month basis. Wire and check disbursement fees will be invoiced on a quarterly basis.

All out-of-pocket expenses will be billed at the Escrow Agent's cost. Out-of-pocket expenses include, but are not limited to, professional services (e.g. legal or accounting), travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), and copying charges.

EXHIBIT B

Escrow Agreement Dated as of _____, 2012 by and among the County and Camillus
Certificate of Authorized Representatives – Miami-Dade County

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Fund Transfer Authority Level:
 Initiate
 Verify transfers initiated by others
 Verify transfers initiated by self

Fund Transfer Authority Level:
 Initiate
 Verify transfers initiated by others
 Verify transfers initiated by self

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Fund Transfer Authority Level:
 Initiate
 Verify transfers initiated by others
 Verify transfers initiated by self

Fund Transfer Authority Level:
 Initiate
 Verify transfers initiated by others
 Verify transfers initiated by self

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

[Name of Party]:

By: _____
Name:
Title:
Date: _____

EXHIBIT B
 Escrow Agreement Dated as of [date] by and among the County and Camillus
 Certificate of Authorized Representatives – Camillus Health Concern, Inc.

Name: _____
 Title: _____
 Phone: _____
 Facsimile: _____
 E-mail: _____
 Signature: _____

Name: _____
 Title: _____
 Phone: _____
 Facsimile: _____
 E-mail: _____
 Signature: _____

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Name: _____
 Title: _____
 Phone: _____
 Facsimile: _____
 E-mail: _____
 Signature: _____

Name: _____
 Title: _____
 Phone: _____
 Facsimile: _____
 E-mail: _____
 Signature: _____

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

[Name of Party]:

By: _____
 Name:
 Title:
 Date: _____

EXHIBIT C
FORM OF TERMINATION NOTICE
[Date]

Bank of America Merrill Lynch
Global Custody and Agency Services
540 West Madison Street
IL4-540-20-06
Chicago, Illinois 60661
Attention: [•]
Fax: (312) 992-9833

NOTICE OF TERMINATION

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the "*Agreement*"), dated as of [•], among Miami-Dade County, Camillus Health Concern, Inc., and Bank of America, National Association, a photocopy of which is attached hereto. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement.

We hereby notify you, in accordance with the terms and provisions of Article VI(a) of the Agreement, that we are terminating the Agreement. Accordingly, we request that you terminate the Agreement as of [•]¹. Those undertakings that, under the provisions of the Agreement, shall survive termination of the Agreement shall continue as provided therein. All Escrow Funds or items of property thereafter on deposit or held in the Escrow Account or by the Escrow Agent pursuant to the Agreement shall, concurrently with the termination of the Agreement, be delivered by, as applicable, federal wire transfer or nationally recognized overnight courier service as follows:

[Describe escrowed property or funds amount to be delivered]:

To [Designate party], at: [insert fed wire instructions or physical address for overnight courier delivery].

Very truly yours,

[County]:
[Miami-Dade County]

[Camillus]:
[Camillus Health Concern, Inc.]

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____

¹ Date should be not fewer than 2 Business Days after the date of this Notice.

Exhibit D

Joint Written Direction

[Insert Date]

Bank of America Merrill Lynch
Global Custody and Agency Services
540 W. Madison Street
IL4-540-20-06
Chicago, Illinois 60661
Attention: [_____]

Reference is made to the Escrow Agreement dated as of _____, 2012 (the "Escrow Agreement") by and among Miami-Dade County (the "County"), Camillus Health Concern, Inc. ("Camillus"), and Bank of America, National Association (the "Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Camillus and the County hereby jointly deliver this disbursement request pursuant to Section 3.1 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Account as follows:

Amount: \$ _____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of bank: _____

Account Name: _____

Account Number: _____

ABA#: _____

Payment Details: _____

Attn: _____

Camillus

County

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT D
TO FUNDING AGREEMENT

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 CO₂ 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:

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

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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.

EXHIBIT C
TO RESOLUTION

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 House Bill 5001, 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 \$211,350.
 - 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 \$211,350. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$52,837.50 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$52,837.50 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.
 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 Camillus Health Concern, Inc. for State Fiscal Year 2012-2013 is \$1,000,000.

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), Camillus Health Concern, 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 \$211,350 of the \$1,000,000 distribution to fund capital expenses incurred for the renovation of the facility at 336 NW 5th 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 \$211,350 to Camillus Health Concern, Inc. by June 15, 2013, the State shall remit to the County \$211,350 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
TO RESOLUTION

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "*Agreement*") is made and entered into as of _____, 2012, by and among Miami-Dade County, a political subdivision of the State of Florida ("County"), Camillus Health Concern, Inc., a Florida non-profit corporation ("Camillus"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "*Escrow Agent*").

WHEREAS, pursuant to the terms of the Funding Agreement by and between the County and Camillus dated _____, 2012, Camillus is causing to be deposited \$211,350 of State of Florida Low Income Pool funds to be used to fund capital costs incurred for the renovation of Camillus' facility located at 336 NW 5th Street, Miami, Florida (the "*Clinic*"), for the sole purpose of increasing health care facilities in Miami-Dade County; and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I ESTABLISHMENT OF ESCROW

Subsequent to the execution of this Agreement, the following will occur

(a) Camillus will deposit \$211,350 (the "*Initial Deposit*") with the Escrow Agent. The Initial Deposit, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "*Escrow Fund*."

(b) The parties hereto hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as the escrow agent and depository subject to the terms and conditions set forth herein. The Escrow Agent shall receive the Initial Deposit and agrees to hold the Escrow Fund in a separate and distinct account (the "*Escrow Account*") which is hereby established and which will be held and disbursed by the Escrow Agent only in accordance with the express terms and conditions of this Agreement.

ARTICLE II INVESTMENT OF ESCROW FUND

The Escrow Fund shall remain uninvested. The parties hereto hereby acknowledge and agree that they will not have any claim or cause of action against the Escrow Agent for its failure to invest the Escrow Fund in an interest bearing or otherwise accreting account and they shall indemnify and hold the Escrow Agent harmless from any such claim (and

any expenses incurred defending such claim) asserted, as applicable, by any of their respective shareholders, creditors, trustee(s) in bankruptcy or other persons not a party to this Agreement.

ARTICLE III
DISBURSEMENTS FROM THE ESCROW ACCOUNT

3.1 The Escrow Agent shall only disburse amounts held in the Escrow Account upon receipt of a joint written notice in the form attached as Exhibit D to this Agreement (“*Disbursement Request*”) from the County and Camillus two (2) Business Days prior to the requested disbursement date specifying (i) the amount to be disbursed, (ii) the date of disbursement, (iii) the recipient of the disbursement, and (iv) the manner of disbursement and delivery instructions.

ARTICLE IV
COMPENSATION; EXPENSES

As compensation for its services to be rendered under this Agreement, for each year or any portion thereof, the Escrow Agent shall receive a fee in the amount specified in Exhibit A to this Agreement and shall be reimbursed upon request for all expenses, disbursements and advances, including reasonable fees of outside counsel, if any, incurred or made by it in connection with the carrying out of its duties under this Agreement. Camillus shall pay such fees and expenses. The Escrow Agent is hereby authorized and directed to withdraw from the Escrow Funds any fees or expenses that have been invoiced but that have remained unpaid for sixty (60) days or more. Further, and in addition to the right given to it in the preceding sentence, the Escrow Agent is hereby authorized to withhold any disbursement it would otherwise make from the Escrow Account if at the time of such disbursement any invoiced fees or expenses remain unpaid. Amounts due for fees and expenses at the time this Agreement is executed shall be deemed to have been invoiced at such time and for purposes of this Article IV shall be deemed an invoice. It is understood that the foregoing provisions may affect the disbursement of funds to parties not responsible for the payment of fees and expenses. Within five (5) business days of any withdrawal by the Escrow Agent from the Escrow Account for any fees or expenses that have been invoiced but that have remained unpaid for sixty (60) days or more, Camillus shall deposit in the Escrow Account an amount equal to the amount withdrawn by the Escrow Agent. If Camillus fails to deposit such amount by the time period set forth herein, in addition to any remedies available to the County at law, the County shall have the right to reduce the Camillus Funding Cycle Allocation (as such term is defined in the Funding Agreement) under the Funding Agreement by any amounts withdrawn by the Escrow Agent to fund any fees or expenses invoiced but that have not been paid by Camillus.

ARTICLE V
EXCULPATION AND INDEMNIFICATION

5.1 (a) The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement which obligations and duties shall be deemed purely ministerial in nature. No additional obligations and duties of the Escrow Agent shall be inferred or implied from the terms of any other documents or agreements, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of the Escrow Agent in all respects. The Escrow Agent shall not be subject to, or be under any obligation to ascertain or construe the terms and conditions of any other instrument, or to interpret this Agreement in light of any other agreement whether or not now or hereafter deposited with or delivered to the Escrow Agent or referred to in this Agreement. The Escrow Agent shall not be obligated to inquire as to the form, execution, sufficiency, or validity of any such instrument nor to inquire as to the identity, authority, or rights of the person or persons executing or delivering same. The Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document. The parties hereto shall provide the Escrow Agent with a list of authorized representatives, initially authorized hereunder as set forth on Exhibit B; as such Exhibit B may be amended or supplemented from time to time by delivery of a revised and re-executed Exhibit B to the Escrow Agent. The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Camillus agrees to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that the failure of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person does not constitute gross negligence or willful misconduct.

(b) In the event funds transfer instructions are given to the Escrow Agent pursuant to the terms of this Agreement (other than with respect to fund transfers to be made contemporaneously with the execution of this agreement), regardless of the method used to transmit such instructions, such instructions must be given by an individual designated on Exhibit B. Further, the Escrow Agent is authorized to obtain confirmation of such instructions by telephone call-back to the person or persons designated for verifying such instructions on Exhibit B. The Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The Escrow Agent may require any party hereto which is entitled to direct the delivery of fund transfers to designate a phone number or numbers for purposes of confirming the requested transfer. The parties

hereto aside from the Escrow Agent agree that the Escrow Agent may delay the initiation of any fund transfer until all security measures it deems to be necessary and appropriate have been completed and shall incur no liability for such delay.

5.2 The Escrow Account shall be maintained in accordance with applicable laws, rules and regulations and policies and procedures of general applicability to escrow accounts established by the Escrow Agent. The Escrow Agent shall not be liable for any act that it may do or omit to do hereunder in good faith and in the exercise of its own best judgment or for any damages not directly resulting from its gross negligence or willful misconduct. Without limiting the generality of the foregoing sentence, it is hereby agreed that in no event will the Escrow Agent be liable for any lost profits or other indirect, special, incidental or consequential damages which the parties may incur or experience by reason of having entered into or relied on this Agreement or arising out of or in connection with the Escrow Agent's duties hereunder, notwithstanding that the Escrow Agent was advised or otherwise made aware of the possibility of such damages. The Escrow Agent shall not be liable for acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Escrow Agent's reasonable control. Any act done or omitted to be done by the Escrow Agent pursuant to the advice of its attorneys shall be conclusively presumed to have been performed or omitted in good faith by the Escrow Agent.

5.3 In the event the Escrow Agent is notified of any dispute, disagreement or legal action relating to or arising in connection with the escrow, the Escrow Fund, or the performance of the Escrow Agent's duties under this Agreement, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings, arbitration, or other means as, in the Escrow Agent's discretion, it may require. In such event, the Escrow Agent will not be liable for interest or damages. Furthermore, the Escrow Agent may, at its option, file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. The Escrow Agent is authorized, at its option, to deposit with the court in which such action is filed, all documents and funds held in escrow, except all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to the interpleader action and which Camillus agrees to pay. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

5.4 Camillus hereby agrees to indemnify and hold the Escrow Agent, and its directors, officers, employees, and agents, harmless from and against all costs, damages, judgments, attorneys' fees (whether such attorneys shall be regularly retained or specifically employed), expenses, obligations and liabilities of every kind and nature which the Escrow Agent, and its directors, officers, employees, and agents, may incur, sustain, or be required to pay in connection with or arising out of this Agreement, unless the aforementioned results from the Escrow Agent's gross negligence or willful misconduct, and to pay the Escrow Agent on demand the amount of all such costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities. Specifically

with respect to a breach of the representations, warranties or covenants in Section 9.4 of this Agreement costs shall include, but are not limited to, (i) taxes, penalties and interest arising from such a breach and (ii) fees charged by accountants, attorneys, or other professionals to confirm the taxable status of the Escrow Account and to prepare any tax returns or other required filings with the Internal Revenue Service (“IRS”) (or reasonable fees charged by the Escrow Agent for similar services provided by its own employees) arising from such a breach. The costs and expenses of enforcing this right of indemnification also shall be paid by Camillus. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

ARTICLE VI TERMINATION OF AGREEMENT

This Agreement shall terminate:

(a) on the termination date set forth in a properly executed and delivered Termination Notice (as defined below). The County or Camillus may, at any time, terminate this Agreement by delivering to the Escrow Agent a joint written notice (the “*Termination Notice*”) signed by the County and Camillus setting forth (i) the requested termination date and (ii) instructions for the return or delivery of the parties’ then-escrowed property. The Termination Notice shall be received by the Escrow Agent not fewer than two (2) Business Days prior to the requested termination date. If the Termination Notice does not set forth instructions for the return or delivery of the parties’ then-escrowed property, the Escrow Agent shall presume that such property is to be returned to the County and the Escrow Agent shall incur no liability for so presuming. A form of Termination Notice is attached hereto as Exhibit C.

Should the parties hereto terminate the Agreement pursuant to this Article VI, it is understood and agreed by each of them that the Escrow Agent shall be entitled (i) to keep any monies paid to it in respect of fees or expenses previously due and owing and (ii) to offset from the amount of Escrow Funds on deposit as of the date of the Termination Notice or Final Disbursement Notice, any amounts due for fees and expenses that, as of such date, have been previously invoiced and remain unpaid or which are then due and payable by Camillus. Notwithstanding any other provision hereof, this Agreement shall not terminate before all amounts in the Escrow Account (including interest which has accrued but cannot be distributed prior to being posted) shall have been distributed by the Escrow Agent in accordance with the terms of this Agreement. Within five (5) business days of any withdrawal or offset from the Escrow Account by the Escrow Agent for any fees or expenses that are due and owing, or have been invoiced but that have remained unpaid, Camillus shall remit to the County an amount equal to the amount withdrawn or offset by the Escrow Agent. If Camillus fails to remit to the County such amount by the time period set forth herein, in addition to any remedies available to the County at law, the County shall have the right to reduce the Camillus Funding Cycle Allocation (as such term is defined in the Funding Agreement) under the Funding Agreement by any amounts

withdrawn or offset by the Escrow Agent. The amounts remitted to the County will be added to the Camillus Funding Cycle Allocation.

ARTICLE VII
RESIGNATION OF ESCROW AGENT

The Escrow Agent may resign at any time upon giving at least thirty (30) days prior written notice to the County and Camillus; provided that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: the County and Camillus shall use their best efforts to select a successor escrow agent within thirty (30) days after receiving such notice. If the County and Camillus fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right at the expense of Camillus to petition any court of general jurisdiction sitting in Cook County, Illinois for the appointment of a successor escrow agent. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, the Escrow Agent shall be discharged from any further duties and liability under this Agreement. The Escrow Agent shall be paid any outstanding fees and expenses prior to transferring assets to a successor escrow agent. Within five (5) business days of any withdrawal or offset from the Escrow Account by the Escrow Agent for any outstanding fees or expenses, Camillus shall remit to the County an amount equal to the amount withdrawn or offset by the Escrow Agent. If Camillus fails to remit to the County such amount by the time period set forth herein, in addition to any remedies available to the County at law, the County shall have the right to reduce the Camillus Funding Cycle Allocation (as such term is defined in the Funding Agreement) under the Funding Agreement by any amounts withdrawn or offset by the Escrow Agent. The amounts remitted to the County will be added to the Camillus Funding Cycle Allocation.

ARTICLE VIII
NOTICES

All notices required by this Agreement shall be in writing and shall be deemed to have been received (a) immediately if sent by facsimile transmission (with a confirming copy sent the same Business Day by registered or certified mail), or by hand delivery (with signed return receipt), (b) the next Business Day if sent by nationally recognized overnight courier or (c) the second following Business Day if sent by registered or certified mail, in any case to the respective addresses as follows:

If to County:

Miami-Dade County
111 NW 1st Street

Suite 2210
Miami, Florida 33128
Attention: Director, Office of Management and Budget
Telephone: (305) 375-2504
Fax: (305) 375-5168

If to Camillus:

Camillus Health Concern, Inc.
336 NW 5th Street
Miami, Florida 33128
Attention: Raymond J. Kayal, Sr., CEO
Telephone: (305) 577-4840 x. 202
Fax: (305) 373-7431

If to the Escrow Agent:

Bank of America Merrill Lynch
Global Custody and Agency Services
540 W. Madison Street
IL4-540-20-06
Chicago, Illinois 60661
Attention: [•]
Telephone: (312) [•]-[•]
Fax: (312) 992-9833

ARTICLE IX TAX REPORTING

9.1 Camillus understands and agrees that it is required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. Accordingly, the parties hereto other than the Escrow Agent understand and agree that unless and until all parties hereto have provided Tax Certifications to the Escrow Agent, the Escrow Account shall not be invested as otherwise provided herein nor shall disbursements be made from the Escrow Account as otherwise provided at Article III. In the case of a person that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "*Code*"), an original IRS Form W-9 (or applicable successor form) will be provided. In the case of a person that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code (hereinafter a "*foreign person*"), an original applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN (or applicable successor form), along with any required attachments, will be provided to the Escrow Agent. As used herein "*Tax Certification*" shall mean an IRS form W-9 or W-8 as described above. Under current law, the applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN generally will expire every three (3) years and must be replaced with another properly completed and signed original sent to the Escrow Agent. A new original IRS Form W-8, indicating the relevant Escrow Account number, (or such other information or forms as

required by law) must be delivered by each foreign person to, and received by, the Escrow Agent either prior to December 31st of the calendar year inclusive of the third (3rd) anniversary date of the date listed on the previously submitted form or as otherwise required by law.

9.2 The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law.

9.3 Camillus hereby (i) represents and warrants that, as of the date this Agreement is made and entered into, the Escrow Account is not a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund within the meaning of section 468B of the Code (and the regulations thereunder) and (ii) covenants that Camillus shall not take, fail to take or permit to occur any action or inaction, on or after the date this Agreement is made and entered into, that causes the Escrow Account to become such a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund at any time.

9.4 The parties to this Agreement agree that Camillus is not relieved of *its* obligation, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Each party hereto represents and warrants that such party has all necessary power and authority to execute and deliver this Agreement and to perform all of such party's obligations hereunder. This Agreement constitutes the legal, valid, and binding obligation of each party hereto, enforceable against such party in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law.

10.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the parties hereto consent to jurisdiction in the State of Illinois and venue in any state or Federal court located in the City of Chicago.

10.3 Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10.4 This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

10.5 This Agreement may be executed by the parties hereto individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. This Agreement, signed and transmitted by facsimile machine or pdf file, is to be treated as an original document and the signature of any party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original.

10.6 The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement. Any references in this Agreement to any other agreement, instrument, or document are for the convenience of the parties and shall not constitute a part of this Agreement.

10.7 As used in this Agreement, "*Business Day*" means a day other than a Saturday, Sunday, or other day when banking institutions in Chicago, Illinois are authorized or required by law or executive order to be closed.

10.8 This Agreement constitutes a contract solely among the parties by which it has been executed and is enforceable solely by the parties by which it has been executed and no other persons. It is the intention of the parties hereto that this Agreement may not be enforced on a third party beneficiary or any similar basis.

10.9 The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

10.10 No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed. In addition, the foregoing rights to assign shall be subject, in the case of any party having an obligation to indemnify the Escrow Agent, to the Escrow Agent's approval based upon the financial ability of assignee to indemnify it being reasonably comparable to the financial ability of assignor, which approval shall not be unreasonably withheld.

10.11 Any claim against the Escrow Agent arising out of or relating to this Agreement shall be settled by arbitration in accordance with commercial rules of the American Arbitration Association. Arbitration proceedings conducted pursuant to this Article X shall be held in Chicago, Illinois.

10.12 Confidentiality. None of the parties to this Agreement may disclose the existence or substance of this Agreement, which shall be considered confidential to the parties hereto, except:

(a) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

(b) as required by applicable law, the rules of any relevant securities exchange, by order or decree of a court or other governmental authority having jurisdiction over such party, or in connection with such party's enforcement of any rights it may have at law or in equity;

(c) on a "need to know" basis to Persons within or outside such party's organization (including Affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its Affiliates; or

(d) after such information has become publicly available without breach of this Agreement.

[signatures appear on the following page(s)]

- FORM - NOT INTENDED TO BE AN INITIAL DRAFT -

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Miami-Dade County:

By: _____
Name: _____
Title: _____

Camillus Health Concern, Inc.:

By: _____
Name: Raymond J. Kayal, Sr.
Title: Chief Executive Officer

Escrow Agent:

BANK OF AMERICA, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

- FORM - NOT INTENDED TO BE AN INITIAL DRAFT -

EXHIBIT A

ESCROW AGENT FEE SCHEDULE

Set-Up Fee:	\$500.00
Tax Reporting Set-up Fee:	N/A
Annual Administration Fee:	\$5,000
Wire or Check Disbursement Fee	\$20.00
Outside Counsel Pre-Closing:	[\$TBD/case-by-case]

THE SET-UP FEES AND FIRST YEAR'S ANNUAL ADMINISTRATION FEES ARE DUE UPON EXECUTION OF THE ESCROW AGREEMENT.

* After the initial twelve (12) month period, the Annual Administration will be invoiced in advance on a six-month basis. Wire and check disbursement fees will be invoiced on a quarterly basis.

All out-of-pocket expenses will be billed at the Escrow Agent's cost. Out-of-pocket expenses include, but are not limited to, professional services (e.g. legal or accounting), travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), and copying charges.

EXHIBIT B

Escrow Agreement Dated as of _____, 2012 by and among the County and Camillus
Certificate of Authorized Representatives – Miami-Dade County

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

Signature: _____

Signature: _____

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

Signature: _____

Signature: _____

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

[Name of Party]:

By: _____

Name:

Title:

Date: _____

EXHIBIT B

Escrow Agreement Dated as of [date] by and among the County and Camillus
Certificate of Authorized Representatives – Camillus Health Concern, Inc.

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Name: _____
Title: _____
Phone: _____
Facsimile: _____
E-mail: _____
Signature: _____

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

Fund Transfer Authority Level:

- Initiate
- Verify transfers initiated by others
- Verify transfers initiated by self

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

[Name of Party]:

By: _____
Name:
Title:
Date: _____

EXHIBIT C
FORM OF TERMINATION NOTICE

[Date]

Bank of America Merrill Lynch
Global Custody and Agency Services
540 West Madison Street
IL4-540-20-06
Chicago, Illinois 60661
Attention: [•]
Fax: (312) 992-9833

NOTICE OF TERMINATION

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the "*Agreement*"), dated as of [•], among Miami-Dade County, Camillus Health Concern, Inc., and Bank of America, National Association, a photocopy of which is attached hereto. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement.

We hereby notify you, in accordance with the terms and provisions of Article VI(a) of the Agreement, that we are terminating the Agreement. Accordingly, we request that you terminate the Agreement as of [•]¹. Those undertakings that, under the provisions of the Agreement, shall survive termination of the Agreement shall continue as provided therein. All Escrow Funds or items of property thereafter on deposit or held in the Escrow Account or by the Escrow Agent pursuant to the Agreement shall, concurrently with the termination of the Agreement, be delivered by, as applicable, federal wire transfer or nationally recognized overnight courier service as follows:

[Describe escrowed property or funds amount to be delivered]:

To *[Designate party]*, at: *[insert fed wire instructions or physical address for overnight courier delivery]*.

Very truly yours,

[County]:
[Miami-Dade County]

[Camillus:
Camillus Health Concern, Inc.]:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

¹ Date should be not fewer than 2 Business Days after the date of this Notice.

Exhibit D

Joint Written Direction

[Insert Date]

Bank of America Merrill Lynch
Global Custody and Agency Services
540 W. Madison Street
IL4-540-20-06
Chicago, Illinois 60661
Attention: [_____]

Reference is made to the Escrow Agreement dated as of _____, 2012 (the "Escrow Agreement") by and among Miami-Dade County (the "County"), Camillus Health Concern, Inc. ("Camillus"), and Bank of America, National Association (the "Escrow Agent"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Camillus and the County hereby jointly deliver this disbursement request pursuant to Section 3.1 of the Escrow Agreement, and jointly instruct the Escrow Agent to immediately release the following amount of funds from the Escrow Account as follows:

Amount: \$ _____

Payable to: _____

Physical Address: _____

Payment by wire transfer to:

Name of bank: _____

Account Name: _____

Account Number: _____

ABA#: _____

Payment Details: _____

Attn: _____

Camillus

County

By: _____

By: _____

Name:

Title:

Name:

Title: