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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 5, 2010

Agenda Item No. 8(B)(1)(A)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-972-10

Subject: RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY COMMUNITY ACTION AGENCY AND THE ALLIANCE FOR AGING, INC. FOR THE PROVISION OF THE MEDICARE BENEFICIARIES OUTREACH AND ASSISTANCE PROGRAM

Recommendation

The Miami-Dade County Community Action Agency Board (CAA Board) recommends that the Board of County Commissioners (BCC) ratify the attached Memorandum of Understanding (MOU) between Miami-Dade County through its Community Action Agency (CAA) and the Alliance for Aging, Inc. for the provision of the Medicare Beneficiaries Outreach and Assistance Program. It is also recommended that the BCC delegate authority to the County Mayor or County Mayor's designee to execute any agreements, amendments, modifications, renewals, cancellations and/or termination clauses of any contracts and agreements on behalf of the County for the operation of the program upon approval by the County Attorney's Office (CAO); and to apply for, receive and expend any subsequent grant funds that may become available for this program. The Alliance for Aging was required to immediately implement this program to educate elders on the statutory changes related to the Medicare Low-Income Subsidy, Medicare Savings Program, and the Medicare Prescription Drug Benefit (Part D) Program and enroll eligible beneficiaries into the program(s). Execution of the MOU was essential to the Alliance for Aging's ability to reach out to low income eligible elders. Ratification of the MOU is necessary as the process to obtain prior approval would have unduly delayed services to the population intended to be served through this program. The term of the MOU between the Alliance for Aging and CAA is January 1, 2010 through December 31, 2010.

Scope

The impact to Miami-Dade County for the provision of these services is County wide. Services are provided at fourteen (14) Neighborhood Service Centers geographically located throughout Miami-Dade County.

Fiscal Impact/Funding Source

The accompanying resolution will have no fiscal impact to the County for the provision of these services. The grant application requires no matching funds. The Alliance for Aging, Inc. will pay CAA $20 for each application completed and submitted. There is no minimum or maximum number of applications required to satisfy this MOU.

Track Record/Monitor

The CAA's Self Help Division Director is responsible for monitoring this MOU.

Background

CAA has provided a myriad of services to low-income individuals and families since 1965. The department's Self Help Division provides case management services as an integral component of the continuum of services in conjunction with programs designed to aid families and individuals in attaining economic self-sufficiency. The agreement with the Alliance for Aging, Inc. allows CAA to educate and assist elderly residents in obtaining Medicare benefits for the Medicare Low-Income Subsidy, Medicare Savings Program, and the Medicare Prescription Drug Benefit (Part D) program. It is estimated that approximately 1680 elders will receive the services outlined in the MOU.

Special Assistant to the County Manager

Attachment

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 5, 2010

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

SUBJECT: Agenda Item No. 8(B)(1)(A)

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**

3

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(1)(A)
10-5-10

RESOLUTION NO. R-972-10

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY COMMUNITY ACTION AGENCY AND THE ALLIANCE FOR AGING, INC. FOR THE PROVISION OF THE MEDICARE BENEFICIARIES OUTREACH AND ASSISTANCE PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or County Mayor's designee, to ratify the attached Memorandum of Understanding (MOU) between Miami-Dade County Community Action Agency and the Alliance for Aging, Inc. for the provision of the Medicare Beneficiaries Outreach and Assistance Program; and authorizes the County Mayor or County Mayor's designee to execute amendments, modifications, cancellation and/or termination clauses of this MOU on behalf of Miami-Dade County, Florida upon approval by the County Attorney's Office; and to authorize the County Mayor or County Mayor's designee to apply for, receive and expend any subsequent grant funds should they become available for this program.

The foregoing resolution was offered by Commissioner Barbara J. Jordan, who moved its adoption. The motion was seconded by Commissioner Audrey M. Edmonson and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **absent**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2010. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset

Attachment A

MEMORANDUM OF UNDERSTANDING

for the Medicare Beneficiaries Outreach and Assistance Program
Alliance for Aging, Inc. PSA11
Area Agency on Aging in Miami Dade and Monroe counties

SECTION I – Parties

This MEMORANDUM OF UNDERSTANDING sets forth the respective plans and agreements regarding the provision of supportive services for the Medicare Beneficiaries Outreach and Assistance (MBOA) Program between the **Alliance for Aging, Inc.**, hereinafter referred to as the Primary Service Provider, and **Miami-Dade County, through its Community Action Agency**, hereinafter referred to as Community Support Provider.

SECTION II – Purpose

The Primary Service Provider and the Community Support Provider desire to create a binding relationship ("Partnership") through this Memorandum of Understanding to accomplish the program objectives, establish the responsibilities of each entity within the Partnership, and establish the terms and conditions under which the Partnership will operate. The Centers for Medicare & Medicaid Services (CMS) and the Administration on Aging (AoA) desire to expand activities of the Primary Service Provider to provide support to community organizations in enrolling eligible beneficiaries for the Medicare Low-Income Subsidy (LIS), Medicare Savings Program (MSP), and Medicare prescription drug benefit (Part D); position Florida Elders to take advantage of statutory changes related to the aforementioned programs; and effectively reach low-income and rural Medicare eligible individuals within a defined service area to help them understand and apply for benefits. The purpose of this MOU is to continue to develop and expand a framework of cooperation between Primary Service Provider and the Community Support Provider to develop mutually beneficial activities within the community to accomplish MBOA program objectives and serve the public.

SECTION III – Agreement Period

This agreement shall become effective on the date the agreement is signed and shall automatically terminate **one year from the effective date**, unless previously terminated according to Section VIII of this agreement. This agreement shall not automatically renew except by express written agreement by both Alliance for Aging, Inc. and the Community Support Provider.

In consideration of the above shared interests, the Primary Service Provider and Community Support Provider agree as follows:

SECTION IV – Services

A. Community Support Provider SHALL (*Please check all that apply under this agreement*):

- ☑ Identify individuals likely eligible for Medicare Part D, LIS or MSP.
- ☑ Complete training on applicable benefit programs, statutory changes, and target populations.
- ☐ Provide direct LIS or MSP application assistance.
- ☑ Refer individuals to the Primary Service Provider for LIS or MSP application assistance or Part D enrollment.
- ☐ Support the Primary Service Provider in developing or conducting outreach and enrollment activities.
- ☑ Display or distribute MBOA and Medicare Part D, LIS and MSP-specific materials.
- ☑ Provide a space at its facility conducive to conducting application assistance for MBOA staff or volunteers.
- ☐ Provide access to office supplies and equipment to assist with the enrollment process.

☑ Provide Internet/Email access at the site location (if necessary, at a reasonable charge).

☑ Provide a space at its facility conducive to conducting training both Primary Service Provider and Community Support Provider staff/volunteers.

B. Primary Service Provider SHALL:

- Educate and train staff of the Community Support Provider about MBOA, Medicare Part D, LIS and MSPs.
- Provide educational materials regarding MBOA, Medicare Part D, LIS and MSPs.
- Provide highly trained staff and/or volunteers to assist beneficiaries whenever possible.
- Promote the partnership and the Community Support Provide whenever possible.

C. Mutual Interest and Understanding
The Community Support Provider agrees that its employees and all other affiliates providing direct application and enrollment assistance will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule[1] and that any medical records or personal information given to its employees under the arrangements of this MOU shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Primary Service Provider.

D. Location
All services are to take place at locations appropriate to facilitate the successful execution of those services. Supportive services will be provided at: **See Attachment A for locations**.

E. Non-Fund Obligating Document
This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements.

SECTION V -- Payment
The Community Support Provider shall submit a monthly Invoice for payment for the previous month. Alliance for Aging, Inc. shall pay the Community Support Provider $20.00 per application. The sum of $20.00 includes all expenses incurred by the Community Support Provider to include travel, educational outreach, and all other related expenses. The invoice amount should be equal to $20.00 times the number of applications submitted to the Alliance for Aging, Inc. for the month of billing. **If the Community Support Provider cannot show proof of a completed application, no dollars will be paid to the Community Support Provider.** Upon the Alliance for Aging, Inc. approving the Community Support Provider's Invoice for Payment, the Alliance for Aging, Inc. **will pay the Community Support Provider within 7 days of receipt of payment from DOEA, as the budget avails.**

SECTION VI – Terms of Cooperative Agreement

The Community Support Provider agrees to the following:

1. Prior to engaging in any MBOA activities, including contact with beneficiaries or acceptance of applications the Community Support Provider will:
   a. Complete DOEA approved training (web-based or in person) on effective screening and enrollment for LIS and MSP and
   b. Pass a Ch. 435, F.S. Level II criminal background check.

[1] To learn more about HIPAA, please visit this website: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

2. The Community Support Provider will perform outreach and/or enrollment events in targeted LIS and rural areas, to ensure attainment of grant goals. The Alliance for Aging, Inc. and Community Support Provider will coordinate efforts to identify appropriate areas and partners for project activities, with particular attention to the areas designated as LIS areas by the Center for Medicare Services. The Community Support Provider will use only printed materials approved by the Alliance for Aging, Inc. for outreach. Any publicity or media activity is to be pre-approved by the Alliance for Aging, Inc..

3. The Community Support Provider will complete and submit LIS applications using the www.BenefitsCheckUp.org/Florida or, when necessary, through www.ssa.gov or paper application. These applications may be completed with the applicant in person or by phone. The consultant will complete and submit MSP (Medicaid Buy In) applications through Department of Children and Families' (DCF) ACCESS online tool at www.myflorida.com/accessflorida/. MSP applications must be completed with the applicant in person or by completion of a paper application, mailed to the applicant for review and signature. The Alliance for Aging, Inc. will educate persons about the Medicare Part D Prescription Drug Program, but will make referrals for the completion of these applications.

4. On a monthly basis, the Community Support Provider will submit to the Alliance for Aging, Inc. the following proof of completed applications:
   a. A copy of the submission receipt for LIS applications completed via www.BenefitsCheckUp.org/Florida or www.ssa.gov;
   b. A copy of the confirmation page for MSP applications submitted via www.myflorida.com/accessflorida/(ACCESS); and /or
   c. A copy of the full LIS or MSP application if completed by paper.

   In addition to the monthly submission of proof of applications, the Community Support Provider will submit a monthly report to the Alliance for Aging, Inc. detailing Enrollment Sites, Outreach Activities and MBOA Trainings in the required format. Failure to submit reports on time may be the basis for withholding payments.

SECTION VII – Conflict of Interest

The Community Support Provider will decline to be engaged in any project assignment that is a conflict of interest because of existing or anticipated client relationships with other governmental agencies or private entities and will disclose to the Alliance for Aging, Inc. any actual conflict in a situation where the appearance of a conflict may be present. No licensed insurance agents, directly compensated health insurance counselors, or similar occupations may serve as MBOA Community Support Providers, partners or volunteers.

SECTION VIII – Termination of Contract

Alliance for Aging, Inc. will review the agreement on a monthly basis. If the Community Support Provider does not meet established goals/obligations or fails to fulfill these in a timely manner, or if the Community Support Provider shall violate any of the agreements or stipulations in this agreement, the Alliance for Aging, Inc. shall thereupon have the right to immediately terminate this agreement by giving written notice of termination by certified mail to the Community Support Provider and specifying the effective date thereof. Either party also may terminate this agreement at any time for any reason by giving two weeks written notice of termination via certified mail. In the event this contract is terminated for any reason, all finished and unfinished documents, applications, client information, data, studies, correspondence, reports, and other documents prepared in the course of this contract shall be provided to the Alliance for Aging, Inc. immediately.

Notwithstanding the above, the Community Support Provider shall not be relieved of liability to Alliance for Aging, Inc. for damage sustained by the Alliance for Aging, Inc. by virtue of any breach by the Community Support Provider.

In the event this agreement is terminated for any reason, the Community Support Provider shall be reimbursed for any applications completed with proof, as determined by the Alliance for Aging, Inc.

SECTION IX – Indemnification

Community Support Provider agrees to indemnify, defend, and hold harmless the Alliance for Aging, Inc. and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the Community Support Provider during the performance of this agreement by reference, whether direct or indirect, and whether to any person or property to which the Alliance for Aging, Inc. or said parties may be subject, except neither Alliance for Aging, Inc. will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Community Support Provider or any of its officers, agents, or employees.

Community Support Provider's liability under this provision shall be subject to the limits set forth in Chapter 768 of the Florida Statute.

SECTION X – Other

This instrument embodies the whole contract of the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

SECTION XI – Contacts

The principal contacts for this instrument are:

Primary Service Provider: Alliance for Aging, Inc.	**Community Support Provider: Miami-Dade County**
Contact Name: Maria Marquez	**Contact Name: Julie Edwards**
Address: 760 NW 107th Avenue Suite 214 2nd Floor, Miami, FL 33172-3155	**Address: 701 NW First Court, 10th Floor Miami, FL 33136**
Phone: (305)670-6500 ext:247	**Phone: (786) 469-4613**
Fax: (305)222-4100	**Fax: (786) 469-4639**
Email: marquezm@elderaffairs.org	**Email: JBS@miamidade.gov**

SECTION XII – Signatures

The parties agree that this Partnership is mutually beneficial and agree to be bound by the terms specified herein. This instrument is executed as of the date of full signature.

Primary Service Provider: Alliance for Aging, Inc.	**Community Support Provider: Miami-Dade County**
By:	**By:**
for **Title:** Max B. Rothman, JD, LL.M. President & CEO	for **Title: George M. Burgess, County Manager**
Date: April 27, 2010	**Date:** April 26, 2010

MIAMI-DADE COMMUNITY ACTION AGENCY

SELF HELP DIVISION

COMMUNITY SERVICE CENTERS

NORTH SITES		
Caleb Center Community Service Center	5400 NW 22 Avenue, 3rd Floor Miami, FL 33147	(305) 636-2200
Edison Community Service Center	150 NW 79th Street Miami, FL 33150	(305) 758-9662
Hialeah Community Service Center	300 E. First Avenue Miami, FL 33010	(305) 884-4801
Liberty City Community Service Center	6100 NW 7th Avenue Miami, FL 33127	(305) 756-2830
Miami Gardens/Opa-Locka Community Service Center	16405 NW 25th Avenue Miami Gardens, FL 33054	(305) 623-6500
Wynwood Community Service Center	2902 NW 2nd Avenue Miami, FL 33127	(305) 547-7661
CENTRAL SITES		
Accion Community Service Center	858 West Flagler Street Miami, FL 33128	(305) 547-4892
Culmer Community Service Center	1600 NW 3rd Avenue Miami, FL 33136	(305) 438-4161
Frankie Shannon Rolle Community Service	3750 South Dixie Highway Miami, FL 33133	(305) 446-3311
South Beach Community Service Center	833 Sixth Street Miami Beach, FL 33139	(305) 672-1705
SOUTH SITES		
Florida City/Homestead Community Service Center	1600 NW 6th Court Florida City, FL 33034	(305) 247-2068
Goulds Community Service Center	21300 SW 122nd Avenue Miami, FL 33170	(305) 233-2121
Naranja Community Service Center	13955 SW 264th Street Miami, FL 33032	(305) 258-5471
Perrine Community Service Center	17801 Homestead Avenue Miami, FL 33157	(305) 254-5804