

MEMORANDUM OF UNDERSTANDING
BETWEEN
Aging and Disability Resource Center of Broward County
AND
City of Pembroke Pines

SECTION I - Purpose

The Florida Department of Elder Affairs (Elder Affairs), through the SHINE program, trains and certifies a network of Medicare and health benefit counselors, mostly volunteers who provide information, counseling and assistance regarding health insurance and health benefit options. These services are free of charge or obligation and provided to elders and their families. Regional SHINE programs, operated under contract through the state's eleven Area Agencies on Aging, supervise and support local SHINE counselors.

The purpose of this agreement is to ensure the implementation of the Serving Health Insurance Needs of Elders (SHINE) program in communities throughout the state of Florida and to continue to develop and expand a framework of cooperation ("Partnership") between Aging and Disability Resource Center of Broward County and the City of Pembroke Pines.

This Memorandum of Understanding stands to establish the responsibilities of each entity within the Partnership and the terms and conditions under which the Partnership will operate. The Aging and Disability Resource Center of Broward County desires to expand SHINE activities to provide information and counseling assistance to Medicare beneficiaries and their representatives; position Florida elders to take advantage of prescription assistance and other health benefit savings programs; and effectively reach all Medicare-eligible community members, particularly the underserved.

In consideration of the above-shared interests, the Aging and Disability Resource Center of Broward County and the City of Pembroke Pines agree as follows:

SECTION II - Services

A. SHINE 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 Aging and Disability Resource Center of Broward County through the Florida Elder Helpline (1-800-963-5337) for counseling and assistance when a SHINE counselor is not available at the site.

- Support the Aging and Disability Resource Center of Broward County in developing or conducting outreach and enrollment activities.

- Display or distribute SHINE program and Medicare related materials.

- Provide a space conducive to conducting training and/or educational presentations.

- Provide counselors with access to office supplies and equipment to assist with the counseling process.

- Provide internet/email access at the site location (if necessary, at a reasonable charge).

- Provide suitable space to assure privacy when a counselor is serving a client.

- Continuously publicize services of the SHINE program through the Partnership and the availability of a SHINE counselor whenever possible.

B. Aging and Disability Resource Center of Broward County SHALL:

- Educate and train staff of the Community Support Provider about SHINE, Medicare Part D, LIS and MSPs.
- Provide educational materials regarding the SHINE program as well as Medicare and related programs.
- Provide highly trained staff and/or volunteers to assist beneficiaries.
- Provide supervision, support and technical assistance for counselors.
- Ensure that counselors are available at the agreed upon location(s) for minimum number of hours per week.
- Continuously publicize services of the SHINE program through the Partnership and the availability of a
- SHINE counselor whenever possible.

C. Mutual Interest and Understanding:

The City of Pembroke Pines agrees that its employees and all other affiliates assisting with the SHINE program will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

City of Pembroke Pines also agrees 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 Aging and Disability Resource Center of Broward County.

D. Non-Fund Obligating Document

This agreement 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 agreement will be handled in accordance with applicable laws, regulations, and procedures. There are no such endeavors and added terms.

SECTION III - Contacts

The principal contacts for this agreement are:

Aging and Disability Resource Center of Broward County:

Contact Name: Victoria Ferguson

Address: 5300 Hiatus Road, Sunrise, FL 33351

Phone: 954-745-9567

Fax: 9547459584

Email: fergusonv@adrcbroward.org

Community Support Provider: City of Pembroke Pines

Contact Name: Silvia A. Aguilar

Address: 301 NW 103 Ave, Pembroke Pines 33026

Phone: (954) 450-6888

Fax: (954) 450 6899

Email: saguilar@ppines.com

SECTION IV - Modification/Termination

Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Any of the parties, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration.

The parties agree that the Partnership is mutually beneficial and agree to the terms specified herein.

SECTION V – Term & Renewals

This agreement will become effective on the date signed by both parties and remain in effect for one full year. The term of this agreement may be renewed for additional periods upon mutual written consent of the parties.

SECTION VI – Sovereign Immunity

Nothing contained in the MOU is intended nor shall be construed to waive either Party's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

SECTION VII – Public Records

Both Parties are public agencies subject to Chapter 119, Florida Statutes. Accordingly, with respect to performance of the MOU on behalf of City of Pembroke Pines, Aging and Disability Resource Center of Broward County shall:

Keep and maintain public records required by the City of Pembroke Pines to perform the service;

Upon request from the City of Pembroke Pines’s custodian of public records, provide the City of Pembroke Pines with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Aging and Disability Resource Center of Broward County shall destroy all copies of such confidential and exempt records remaining in its possession after Aging and Disability Resource Center of Broward County transfers the records in its possession to the City of Pembroke Pines; and

Upon completion of the Agreement, Aging and Disability Resource Center of Broward County shall transfer to the City of Pembroke Pines, at no cost to the City of Pembroke Pines, all public records in Aging and Disability Resource Center of Broward County’s possession. All records stored electronically by Aging and Disability Resource Center of Broward County must be provided to the City of Pembroke Pines, upon request from the City of Pembroke Pines’s custodian of public records, in a format that is compatible with the information technology systems of the City of Pembroke Pines.

The failure of Aging and Disability Resource Center of Broward County to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the City of Pembroke Pines may terminate the Agreement in accordance with the terms herein.

IF AGING AND DISABILITY RESOURCE CENTER OF BROWARD COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGING AND DISABILITY RESOURCE CENTER OF BROWARD COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
gfernandez@ppines.com**

Aging and Disability Resource Center of Broward County

By: Charlotte Mather-Taylor



Signed By:
Title: Executive Director

5/1/26
Date:

City of Pembroke Pines

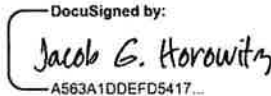
Signed By: Charles F. Dodge

Title: City Manager

Date:

Approved as to Legal Form:

DocuSigned by:



Jacob G. Horowitz