

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 Obligor 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: Gloria Ayan
Address: 5300 Hiatus Road, Sunrise,

FL 33351

Phone: 954-745-9567

Fax: 954-745-9584

Email: ayang@adrcbroward.org

Community Support Provider:

Contact Name: Silvia A Aguilar

301 Nw 103 Ave, Pembroke Pines 33026

Address:

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. This agreement shall commence on February 2, 2023 and shall expire one (1) year thereafter. The term of this agreement may be renewed for additional one (1) year terms upon mutual written consent of the parties.

SECTION V – 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 VI – Non-Discrimination & Equal Opportunity Employment

During the performance of the Agreement, neither ADRC nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. ADRC will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ADRC shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. ADRC further agrees that ADRC will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

SECTION VII – Independent Contractor

The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that ADRC is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. ADRC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ADRC's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of ADRC, which policies of ADRC shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of ADRC's funds provided for herein. ADRC agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between ADRC and the CITY and the CITY will not be liable for any obligation incurred by ADRC, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION VIII – Binding Authority

Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

SECTION IX – 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, ADRC shall:

Keep and maintain public records required by the CITY to perform the service;

Upon request from the CITY's custodian of public records, provide the CITY 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, ADRC shall destroy all copies of such confidential and exempt records remaining in its possession after ADRC transfers the records in its possession to the CITY; and

Upon completion of the Agreement, ADRC shall transfer to the CITY, at no cost to the CITY, all public records in ADRC's possession. All records stored electronically by ADRC must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

The failure of ADRC to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF ADRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ADRC'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
mgraham@ppines.com**

SECTION X – Scrutinized Companies

ADRC and the CITY both individually certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

SECTION XI – Employment Eligibility

ADRC certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

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"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

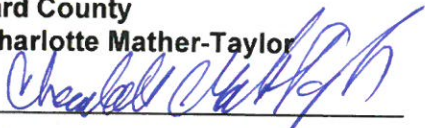
The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION XII – Entire Agreement

The Parties agree that the MOU and this Addendum represent the entire and integrated agreement between CITY and ADRC and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**Aging and Disability Resource Center of
Broward County**

By: Charlotte Mather-Taylor



Title: Chief Executive Officer

Date:

1/6/23

By: _____

Signed by: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 1/4/23

