

**PARTNERSHIP MEMORANDUM OF UNDERSTANDING BETWEEN ADELANTE  
HEALTHCARE AND City of EL MIRAGE SENIOR CENTER**

Adelante Healthcare, Inc. (“Adelante”) is pleased to partner with City of El Mirage Senior Center by entering into this partnership memorandum of understanding (“MOU”).

WHEREAS the following describes the terms on which Adelante and City of El Mirage Senior Center are prepared to proceed with respect to securing a strategic partnership as set forth in this non-binding MOU to further our shared goals and objectives.

WHEREAS the following have agreed on preliminary terms as set forth in this MOU and are working in good faith to secure a definitive agreement.

THEREFORE, the parties hereto agree as follows:

**Goals and Objectives**

**NATURE OF PARTNERSHIP:** Adelante will provide eligibility and enrollment services by trained and certified Adelante eligibility and enrollment staff. Adelante will properly maintain all documents it collects. In accordance with the current year's Federal Poverty Level guidelines and Health Resources Services Administration guidelines, families deemed ineligible for other health insurance coverage will be offered the Adelante Sliding Fee Scale Program. Adelante will provide health and dental screenings, education, and deployment of Medical Mobile Unit services in coordination with City of El Mirage Senior Center events and/or as requested. City of El Mirage Senior Center will provide Adelante with WIFI and copier/printer access.

**General Terms:**

**DURATION:** This is a non-binding MOU that will begin on the date signed by authorized representatives of both parties and will continue for one (1) year and continue automatic renewal annually until terminated by either party.

**TERMINATION:** This non-binding MOU may be terminated by either party at any time, and for any reason. Notice of termination must be in writing. Termination is effective immediately upon written notice.

**REPRESENTATIONS AND WARRANTIES:** Each party represents, warrants and covenants that it is free to enter into this MOU and will not act in any way to materially interfere with the full performance of the shared goals and objectives.

Each party represents that it and its staff: (1) are not currently excluded, or threatened with exclusion, from participating in any federal or state-funded healthcare programs, and (2) have never been subject to any sanctions by any federal programs. Each party shall regularly monitor exclusion

databases and immediately notify the other party if it becomes aware of any imposed exclusions or sanctions.

**PUBLICITY:** Any publicity, press notices or other information with respect to this MOU and any of the shared goals and objectives set forth herein shall be under the sole control of the Adelante and City of El Mirage Senior Center. Therefore, City of El Mirage Senior Center shall not consent to and/or authorize any person or entity to release such information without prior express written approval of the Adelante.

**TRADEMARKS:** The parties shall not use the logos, symbols, trademarks, or other intellectual property of the other party without express written approval.

**PARTNERSHIP REPORTING:** Both the Adelante and the City of El Mirage Senior Center shall provide copies of all partner reports, and any other applicable information relating to proposed goals and objectives. It is the responsibility of each party to maintain updated information, agreements, documents, books and records relating to the partnership goals and objectives and each party will allow access to all such items upon a reasonable advance request.

**CONFIDENTIALITY:** Parties shall comply with all applicable privacy provisions for their respective records including provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Health Insurance Portability and Accountability Act [HIPAA] of 1996, Pub. L. No. 104-191. Confidential information shall not be shared without written consent.

**NOTICES:** All notices, demands, requests or other communications between the parties, which may be required to be given, served, or sent by a party pursuant to this MOU, shall be in writing.

### **CITY OF EL MIRAGE**

Name: Larry Garcia  
Title: Program Coordinator  
Email: [lgarcia@elmirageaz.gov](mailto:lgarcia@elmirageaz.gov)  
Address: 10000 N. El Mirage, RD  
El Mirage, AZ 85335

**ADELANTE**

Name: Brenda Cardenas  
Title: Community Programs Director  
Email: [bcardenas@adelantehealthcare.org](mailto:bcardenas@adelantehealthcare.org)  
Address: 3033 N Central Avenue  
Phoenix, AZ 85012

**AMENDMENTS:** Any amendment or modification to this MOU may be made only upon the written approval of both of the parties.

**PURPOSE OF MOU:** This non-binding MOU constitutes the parties' understanding pertaining to the shared goals and objectives stated above.

**FUTURE AGREEMENTS:** The parties understand that future events and engagements may require the parties to enter into separate, binding agreements, beyond what is stated in this non-binding MOU.

**MISCELLANEOUS:** This MOU is governed by and shall be interpreted under the laws of the State of Arizona without regard to any choice of law principles. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Alternatively, the signature pages of the counterparts may be assembled to form a single, integrated document.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly signed and to become effective as of the date signed by authorized representatives from both parties.

CITY OF EL MIRAGE SENIOR CENTER

BY: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

ADELANTE HEALTHCARE, INC.

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

