



## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** October 21, 2015

**SUBJECT:** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Doctor's Hospital at Renaissance, Ltd.


**RATIONALE/NEED:** Memorandum of Understanding (MOU) is to collaborate with Doctor's Hospital at Renaissance, Ltd., in providing vision exams and eye wear to the Head Start Children.


**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.

**RELATED INFORMATION INCLUDED:** Memorandum of Understanding

\*\*\*\*\*

**INITIATED BY:** Ambrosio Tovar, Procurement Director 

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director 

**PROGRAM DIRECTOR'S APPROVAL:** Jesusa Flores 

## Memorandum of Understanding

Hidalgo County Head Start Program  
And  
Doctor's Hospital at Renaissance, Ltd.

Doctor's Hospital at Renaissance, Ltd. and Hidalgo County Head Start Program agree to collaborate in the services of eye exams program. The program provides community-based, services for children. The mobile clinic is designed to promote stronger families, encourage healthier life styles and facilitate the provision of services, referral and follow-up in relation to vision screen performed for Head Start children.

### **Our commitment to this collaboration will consist of the following:**

1. Doctor's Hospital at Renaissance, Ltd. will coordinate services with the designated Hidalgo County Head Start Program personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring participants will be developed.
2. All referrals to the Intervention Specialist will be attained through the designated Hidalgo County Head Start Program representative.
3. Doctor's Hospital at Renaissance, Ltd. and Hidalgo County Head Start Program will cooperate fully to make it possible for individuals to receive services, as detailed below:
  - Provide Mobile Vision Clinic services, thus easing parent's concern of how to get children to an appointment.
  - Mobile clinic will be fully equipped with two eye exam lanes.
  - Provide comprehensive eye exam by Optometrist, Dr. Guadalupe Flores, O.D., along with written result of exam.
  - Provide certified trained technicians to assist the Optometrist.
  - Provide services to all patients regardless of their ability to pay.
  - Will not collect any payment in advance of services rendered.
  - Will allow parents to arrange payment plan for exam based on their ability to pay.
  - Will provide written prescriptions for glasses for center staff to give to parents at the end of visit.
  - Prescription can be taken to any Optical to purchase glasses.
  - Will provide low cost prescription eye glasses for all patients.
  - Will provide a waiting room equipped with television for children to watch age appropriate movie while children wait.

4. Hidalgo County Head Start Program staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR2) as well as State of Texas confidentiality rules.

**Insurance**

At all times during the term of this Memorandum of Understanding (MOU), Doctor’s Hospital at Renaissance, Ltd. shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Doctor’s Hospital at Renaissance, Ltd. agrees to carry insurance in the amounts shown below:

- Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:
 

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000
  
- Commercial General Liability Insurance with limits of not less than:
 

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Personal & Advertising Injury	\$1,000,000
  
- Professional Liability Insurance with limits of not less than:
 

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

**Indemnification**

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless Doctor’s Hospital at Renaissance, Ltd. and their respective elected officials, employees, representatives and agents (collectively “**Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**Claims**”) by any person or entity, arising out of, caused by, or resulting from Head Start’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense. To the extent allowed by law, Doctor’s Hospital at Renaissance, Ltd. will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively “**Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**Claims**”) by any person or entity, arising out of, caused by, or resulting from HCHSP’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start employees, anyone directly employed by the HCHSP or anyone for whose acts the HCHSP may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

**Termination:**

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

**Term:**

This Collaborative agreement will be enforced from September 1, 2015 through August 31, 2016 and may be amended or terminated by either party by submitting a written request at any time.

**Governing Law:**

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

**Consideration:**

This Agreement is being made in consideration of the following: Doctor’s Hospital at Renaissance, Ltd. and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

**Doctors Hospital at Renaissance, Ltd. :**

\_\_\_\_\_  
Authorized Signature                      Date

Julie Rouillier, Office Manager  
*Print Name and Title*

**Hidalgo County Head Start Program**

\_\_\_\_\_  
Honorable Ramon Garcia  
Hidalgo County Judge

\_\_\_\_\_  
Teresa Flores, Executive Director  
Hidalgo County Head Start Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

Approved As To Form:  
Atlas, Hall & Rodriguez, LLP

Approved As To Form:  
Oxford & González, P.C.

By:   
\_\_\_\_\_  
Stephen L. Crain

By: \_\_\_\_\_  
Ricardo González

Date Approved by Policy Council:  
Date Approved by Commissioner’s Court: