

South Texas Family Planning & Health Corporation



Website: www.STFPHC.org

Office: 361-855-7333

Cell: 361-813-6694

Email: MarthaZuniga@STFPHC.org

STFPHC is a non-profit agency helping families grow healthier and responsibly since 1972

Letter of Agreement for Mobile Health Services between the following parties:

Lead Agency: South Texas Family Planning & Health Corp. (STFPHC) 4455 So. Padre Island Dr., Suite #29 Corpus Christi, TX 78411 www.STFPHC.org	Community Partner for Site Location: Name: Address: City/State/Zip: Website:
Contact: Martha F. Zuniga, Executive Director Email: MarthaZuniga@STFPHC.org Phone #: (361) 855-7333 – office	Contact: Email: Phone #:
Signature: 	Signature:

In strategic alliance with other non-profit, governmental, and/or faith-based organizations to improve women's health and achieve healthier pregnancies, healthier births, healthier babies, and support pregnancy prevention and birth spacing **both parties above** have agreed to partner.

This partnership shall help reduce the incidence of diabetes, hypertension, post-partum depression, STD's, breast & cervical cancer, and support women during their childbearing years, in accordance with all applicable State of Texas and federal law, with pregnancy prevention services, birth spacing education, and medical care. The parties named above shall partner to enhance, expand, and deliver effective health services thru the *Women's Preventative Mobile Health Unit, Texas HHS Grant # HHS0014012*.

A) South Texas Family Planning & Health Corporation (STFPHC), lead agency, agrees to provide/do the following:

- 1) Drive to and park at and operate a *Mobile Health Unit (MHU)* at & with _____:
 • _____ (county or counties)
- 2) In accordance with State of Texas and federal laws, as they now exist or as may be amended or enacted, screen and provide services to _____ staff/population on the MHU under the Healthy Texas Women (HTW), Family Planning Program (FPP), Breast & Cervical Cancer Services Program (BCCS), Primary Health Care Program (PHC), and other programs administered by STFPHC for the state of Texas Health & Human Services Commission. This includes physical exams; same visit laboratory services & results (blood & urine tests); testing/treatment for diabetes, hypertension, and post-partum depression; pharmacy prescription services; patient navigation services for transportation, child care, housing, food, and employment; contraceptive services and supplies, pap smears, breast exams, and other related health screenings & services.
- 3) Offer services to those who are eligible **free of charge (without co-pays or visit fees)**.
- 4) Cover the costs of operating the MHU with trained medical staff.

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- 5) Utilize a brick-and-mortar room, office, &/or space – parking area, when necessary and available, at the campus to complement the MHU for needed or additional electricity, water, septic, toilet, and/or sterilization system needs and STFPHC staff will leave the area cleaned in the same condition after each MHU clinic is finished.
- 6) Make the MHU accessible for ADA (wheelchair lift)
- 7) Schedule and make appointments on days the MHU will be at or with the partner site.
- 8) Allow students and nurses from the partner site to volunteer and gain clinical experience at the MHU.
- 9) Obtain and pay for required inspections and permits to operate the MHU at the campus from each county as necessary.
- 10) Act as an independent contractor and solely responsible for the competence and actions of its employees and agents.
- 11) Provide a clean, safe, and appropriately equipped motor coach that is purposefully built to serve as a mobile health unit.
- 12) Assign the following **DESIGNATED CONTACT(s)** at STFPHC to coordinate scheduling/MHU stops (dates, times, etc.)

Name of Assigned STFPHC Contact	Title of STFPHC Contact	Cell Phone # of STFPHC Contact	Email Address of STFPHC Contact	Office Phone # where STFPHC contact can be reached
Sally Perales, DNP, APRN, CHW	Chief Clinical Officer	361-290-3631 (cell)	SallyPerales@STFPHC.org	361-855-7333 x 24
Cindy Vazquez, MS, CHW	MHU Clinic Manager	361-946-4853 (cell)	CindyVazquez@STFPHC.org	361-855-7333

B) _____, partner site for MHU, agrees to provide/do the following:

- 1) Work with STFPHC to schedule and to allow the STFPHC MHU to park at the partner site(s) *on mutually agreed dates & times, serving as site "medical stop" location(s)*, that may include weekdays, weekends, evenings to deliver medical services.
- 2) Allow STFPHC to provide the medical services as noted in this letter of agreement.
- 3) Allow STFPHC to use a brick-and-mortar room, office, &/or space – parking area, at the center to complement the MHU for needed & additional electricity, water, toilets, patient overflow, etc., when available.

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- 4) Obtain any additional permissions from the landlord/property owner/property authorized representative or property manager that may be needed for the STFPHC MHU to stop and deliver services at your facility/center/campus or alongside with your entity at other locations where _____ provides/offers services if applicable.
- 5) Refer clients who need STFPHC's MHU services to such on the days it is scheduled to be on site and make appointments for them and communicate those appointments with STFPHC, for successful and well attended medical stops.
- 6) Assign the following DESIGNATED CONTACT(s) at _____ to coordinate Scheduling/MHU stops (dates, times, etc.):

Which site location/campus?	Name of Contact For Scheduling	Title of Contact Person for Scheduling	Email address of contact person	Cell phone / Text phone of contact

- 7) Allow STFPHC to act as an independent contractor that is solely responsible for the competence, conduct, and actions of its employees and agents.
- 8) Maintain the commitment to collaborate with STFPHC's Mobile Health Unit to bring medical services to the population served at the partner site by utilizing lead agency as the provider and notifying STFPHC to fill any gaps/additional needs that arise prior to accepting another same or similarly funded provider to avoid duplication of services.

C) BOTH PARTIES AGREE TO THE FOLLOWING:

- 1) **NOTICES:** Provide any notices, modifications, amendments, etc., related to this agreement to the other party named on the 1st page of this agreement, in writing at least 30 days in advance.
- 2) **PLANNED STOP/SCHEDULE COMMUNICATION:** Communicate any planned scheduling stop changes (dates & times) to the other party at least 30 days in advance or sooner (to the best extent possible) thru the *DESIGNATED CONTACT PERSONS* listed on this agreement.
- 3) **TERM:** Make this contract effective on _____ (date) with a termination date of 08/31/2032. Upon termination of this term, agree to allow automatic renewals, for 3 months at a time, until cancelled in writing by either party.

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- 4) **CANCELLATION:** Allow cancellation of this agreement with at least 90 days (3 months) notice to the other party for any reason.
- 5) **INSURANCE:** STFPHC shall insure the MHU for general liability that occurs on or inside the MHU up to the STFPHC commercial liability limits required by the state while at or on the partner site. STFPHC shall insure the MHU for professional liability (medical mal-practice acts) for services delivered to the population receiving MHU services. The partner site shall maintain any general liability limits that partner site carries for acts not inside or on the MHU, as partner site has always carried.
- 6) **GOOD FAITH CLAUSE:** Work together and in good faith with the other party to keep STFPHC MHU services available and to deliver improved health care outcome and reduce health care costs, continue the program, and communicate to improve the services delivered.
- 7) **APPLICABLE LAW AND CONTRACTUAL VENUE.** THIS CONTRACT SHALL BE GOVERNED BY and CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ALL DISPUTES WHETHER IN CONTRACT OR IN TORT, SHALL EXIST IN NUECES COUNTY, TEXAS.
- 8) **NOTHING IN THIS LETTER AGREEMENT OR THIS PARAGRAPH WAIVE OR ALTER ANY IMMUNITIES PROVIDED TO _____ AND ITS OFFICERS, EMPLOYEES, AND AGENTS UNDER STATE OR TEXAS OR FEDERAL LAW. THE SAME IS TRUE FOR STFPHC.**
- 9) **EXPRESS WAIVER OF TRIAL BY JURY.** THE PARTIES TO THIS AGREEMENT (CONTRACT) ACKNOWLEDGE THAT THEY HAVE MUTUALLY AGREED TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN THE EVENT OF A DISPUTE AND SHALL HAVE ALL DISPUTES DETERMINED SOLELY BY A JUDGE IN THE AFOREMENTIONED CONTRACTED FOR VENUE.
- 10) This contract does not create a joint venture or business partnership under Texas law.
- 11) This Contract constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements.