Agreement for Mobile Mammography Services

This Agreement for Mobile Mammography Services confirms the terms and conditions pursuant to which Lone Star Circle of Care (LSCC) will provide the following selected services to the individuals identified by the following agency (Agency):

Agency Name: Burnet County - Human Resources Department

Agency Point of Contact (including name, phone number and email address):
Shelly Denton; 512-715-5203; sdenton@burnetcountytexas.org

Services Requested: Digital Screening Mammography, as further described below

Dates and Times: Wednesday, January 13, 2027 - 8:30am - 4:00pm

Location: 607 N. Vanderveer, Burnet, TX 78611

1. LSCC's mobile mammography unit (Big Pink Bus) is certified and accredited by the Texas Department of State Health Services and the Mammography Quality Standards Act (MQSA). A qualified LSCC mammography technologist performs the Big Pink Bus ddigital screening mammograms. Austin Radiological Association (ARA) interprets all Big Pink Bus screening mammograms. LSCC and ARA personnel providing services under this agreement hold all applicable licenses and certifications necessary to provide the services.

2. Individuals are eligible for a Big Pink Bus screening mammogram if they: are 40 years old or older; have not had a mammogram in the past 365 days; are not pregnant or breastfeeding; are able to independently walk up and down four stair steps; and do not have recent history of breast issues such as lumps, discharge, or pain. Individuals must be uninsured or have coverage from MAP, MAP Basic or certain commercial insurers.

3. Agency agrees to provide a suitable space for LSCC to park and operate the Big Pink Bus so LSCC may provide digital screening mammography to individuals informed about such services by Agency. Agency agrees to advertise Big Pink Bus screening mammograms and ensure individuals are aware of the Agency's scheduled Big Pink Bus screening event. LSCC will provide Agency with Big Pink Bus advertising materials. Agency shall provide restroom and hand washing facilities for Big Pink Bus staff for the duration of the screening event. The Big Pink Bus is very large, cannot make sharp turns and must park on level ground. LSCC will visit Agency prior to the event to ensure suitable parking and operation space is available.

4. Agency shall provide LSCC a listing, in a format designated by LSCC, of individuals to schedule for the Big Pink Bus screening mammograms. LSCC's mammography team will call all listed individuals to schedule a Big Pink Bus screening mammogram.

5. During the scheduling call, LSCC will ask each individual for the name of their physician, the date of their last mammogram and their insurance plan or other health coverage information. It is okay if the individual does not have a physician, has never had a mammogram or has no insurance coverage. LSCC will confirm any appliable fees when scheduling the individuals for a screening mammogram.

6. Big Pink Bus screening mammograms are interpreted by ARA radiologists within five business days and are compared to prior mammography films if such films are made available to LSCC.

7. Individuals receiving Big Pink Bus screening mammograms will receive an LSCC letter communicating the results. LSCC will also send a results report to the individual's physician if one was identified. For any abnormal results, LSCC will promptly call the individual and will also fax a report to the individual's physician, if one was identified. LSCC will discuss any recommended diagnostic procedures with the individual and answer any questions. If necessary, LSCC can refer the individual to a treatment provider. LSCC will contact the individual to confirm whether diagnostic follow-up is completed.

8. The information of each screened individual is confidential. LSCC shall not disclose any screened individual's information to a third-party without the individual's prior written consent or as may be allowed by law. LSCC will obtain consent for release of medical information to assure proper follow-up. LSCC will store films, images and reports for 10 years following a Big Pink Bus mammography screening.

9. LSCC provides the Big Pink Bus screening mammograms without regard to an individual's race, national origin, color, creed, religion, gender, sexual orientation, marital status, disability, or age. LSCC reserves the right to refuse services to any person who refuses to sign the required consent or payment responsibility forms and for any other non-discriminatory reason.

10. Depending on travel time to and from Agency, between 17 and 20 patients can be screened during an Agency screening event. If fewer than 15 individuals are scheduled seven days prior to an Agency screening event, LSCC may cancel or reschedule. If LSCC cancels or reschedules, LSCC will notify both the Agency Point of Contact and any scheduled individuals.

11. Agency shall maintain and upon LSCC request shall provide evidence of the following coverage:

    a. Commercial General Liability and Professional Liability each with minimum bodily injury and property damage limits of $1,000,000 per occurrence and $2,000,000 aggregate;

    b. Worker's compensation insurance in statutory amounts; and

    c. Employer's liability coverage with limits of at least $1,000,000.

12. LSCC shall maintain and upon Agency request shall provide evidence of the following coverage:

    a. Commercial General Liability and Professional Liability each with minimum bodily injury and property damage limits of $1,000,000 per occurrence and $2,000,000 aggregate;

    b. Worker's compensation insurance in statutory amounts; and

    c. Employer's liability coverage with limits of at least $1,000,000.

13. To the extent authorized by the laws, regulations and limitations applicable to a Federally Qualified Health Center and to an entity covered by the Federal Tort Claims Act, and without waiving any immunity or other protection to which it is otherwise entitled, LSCC will indemnify, defend, and hold harmless Agency, and Agency will indemnify, defend, and hold harmless LSCC, against any and all claims, demands, damages, liabilities, costs, suits, judgments and expenses (including reasonable attorneys' fees) (collectively, Claims) directly resulting from, or arising in connection with, any willful

misconduct or negligent act or omission of (a) Agency or its employees, invitees, agents, licensees, visitors or contractors (with respect to Claims against LSCC) or (b) LSCC or its employees, invitees, agents, licensees, visitors or contractors (with respect to Claims against Agency). A party anticipating the need for indemnification shall notify the other party in writing as soon as reasonably possible. The party requesting indemnification shall cooperate reasonably with the indemnifying party in all matters relating to the defense of any Claim.

14. LSCC and Agency recognize and affirm the importance of individual patient choice in selection of medical services. Nothing contained in this agreement shall be interpreted to obligate, encourage, or solicit, in any way, the referral of any individual patient to any healthcare provider contrary to the choice of another provider of medical services by that patient.

15. LSCC and Agency are not and shall not be considered employees, borrowed servants, partners, joint venturers, affiliates, or agents of one another. Neither shall have responsibility to provide any benefits to the other or to the employees, contractors or agents of the other.

16. LSCC and Agency represent and warrant that neither they nor their employees, contractors or agents are listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and are not listed on the HHS-OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. Either may terminate this agreement in the event that the other party or its employees, contractors or agents is or are listed on the HHG-OIG Cumulative Sanctions Report or on the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

17. LSCC and Agency shall comply with all applicable laws, ordinances and regulations now or hereafter in effect, including without limitation the federal MQSA. This agreement shall be governed in accordance with the laws of the State of Texas, irrespective of its conflict of laws doctrine. Williamson County, Texas shall be the sole and exclusive venue for any proceeding.

IN WITNESS WHEREOF, LSCC and Agency have executed and delivered this agreement effective as of the date of the last signature hereto.

LSCC:

Lone Star Circle of Care

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Jon Calvin
Chief Executive Officer

AGENCY:

BURNET COUNTY

Printed Name: DAN WILSON
Title: COUNTY JUDGE