

CONTRACT FOR SCHEDULING SERVICES

COMES now the City of Jonesboro and enters into a Contract for Scheduling Services with Total Life Healthcare (sometimes referred to herein as "TLH"), to-wit:

1. The City of Jonesboro through its JETS System (collectively, "JETS"), shall provide transportation scheduling for Total Life Healthcare.
 - a. Total Life Healthcare shall provide before 2:00 p.m. each day a list of clients to be scheduled for transportation the following day. The 2:00 p.m. cutoff time is to be the minimum notice. Transportation can be scheduled up to one week in advance.
 - b. JETS will provide and transmit to Total Life Healthcare by 3:30 p.m. each day the schedules for the requested trips for the following day.

2. Total Life HealthCare shall pay the annual sum of two thousand six hundred forty dollars (\$2,640.00) for the services, which shall be payable in installments of two hundred twenty dollars (\$220.00) per month. In addition, the following software/technology upgrades for year one (1) shall be allocated between Total Life Healthcare and JETS as follows:
 - a. 7 additional Route Match TS vehicle licenses-Total cost-\$6,475.00 (\$5,180.00 from a JETS grant and \$1,295.00 from TLH)
 - b. 6 additional Route Match TS county GIS licenses-Total cost-\$300. (\$240.00 from a JETS grant and \$60.00 from TLH)
 - c. 1 year Route Match maintenance fee-Total cost-\$1,942. (\$1,553. From a JETS grant and \$389.00 from TLH)
 - d. SQL server upgrade-Total cost \$650.00 (\$520.00 from a JETS grant and \$130.00 from TLH).

3. At the end of the initial term set forth in paragraph 4, this contract will automatically extend for an additional year, unless either party gives written notice of nonrenewal at least thirty (30) days prior to expiration of the term then in effect. The fees and costs for the second year of the term and any subsequent years shall be as follows:
 - a. Total Life Health Care shall pay the entire costs of the RouteMatch-Maintenance fee of One Thousand Nine Hundred Forty-two Dollars (\$1,942.00) in the month that JETS receives its invoice from RouteMatch, in no event less than ninety days (90) after the invoice is received by JETS and submitted by JETS to Total Life Healthcare.
 - b. The two thousand six hundred forty dollars (\$2,640.00) annual scheduling service fee shall continue to be paid at the rate of two hundred twenty dollars (\$220.00) per month for year (2) and for subsequent years, unless this fee is adjusted through an amendment to this contract that is signed by both parties.

4. The contract shall begin on September 1, 2014 and end on August 31, 2015, unless extended for an additional year as set out in paragraph three (3).

5. Either party shall be entitled to terminate this Agreement upon the occurrence of a material breach which remains uncured within ten (10) days following written notice of breach from the nonbreaching party.
6. Upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, each party will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If either party carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1961(v)(1) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either party by virtue of this Agreement. In the event of a request for access, each party agrees to notify the other party immediately and to inform the other party what response will be made to the request. The provisions of this paragraph shall survive any termination or expiration of this Agreement.
7. JETS shall perform all services under this Agreement as an independent contractor. Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties other than that of independent contractors.
8. Confidentiality and Disclosure of Patient Information. TLH is subject to the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable state laws. JETS acknowledges that it may have access to confidential protected health information ("PHI," as defined by HIPAA), including, but not limited to, patient identifying information. JETS agrees that it will: (a) not use or disclose such information other than as permitted or required by this Agreement or as required by law; (b) use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided by this Agreement; (c) report to TLH any use or disclosure of PHI not provided for by the Agreement or this BAA of which JETS becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware; (d) in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of JETS agree to the same restrictions, conditions and requirements that apply to JETS with respect to such information; (e) make available PHI in a designated record set to TLH as necessary to satisfy TLH's obligations under 45 C.F.R. § 164.524; (f) make any amendment(s) to PHI in a designated

record set as directed or agreed to by TLH pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy TLH's obligations under 45 C.F.R. § 164.526; (g) maintain and make available the information required to provide an accounting of disclosures to TLH as necessary to satisfy TLH's obligations under 45 C.F.R. § 164.528; (h) to the extent JETS is to carry out one or more of TLH's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to TLH in the performance of such obligation(s); (i) make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules; (j) have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect known to JETS from the use or disclosure of PHI in a manner in violation of this Agreement, or applicable law; and (k) develop and implement a system of sanctions for any employee, subcontractor or agent of JETS who violates this Agreement or applicable law relating to the use or disclosure of PHI. Additionally, with respect to Electronic PHI (as defined by HIPAA), JETS hereby agrees to comply with applicable requirements of law relating to Electronic PHI, and that it shall be prohibited from using or disclosing such information for any purpose other than as expressly permitted or required by this Agreement, and will: (a) comply with the applicable requirements of 45 C.F.R. Part 164 Subpart C; (b) in accordance with § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Electronic PHI on behalf of JETS agree to comply with the applicable requirements of this subpart by entering into a contract or other arrangement that complies with this section; and (c) report to TLH any security incident of which it becomes aware, including breaches of unsecured PHI as required by §164.410. JETS shall notify TLH in writing within three (3) working days of JETS' becoming aware of the occurrence of any of the following: (a) any disclosure of Individually Identifiable Health Information (as defined by HIPAA) prohibited by this Agreement whether made directly by JETS or through an agent or subcontractor of JETS; (b) any receipt by JETS or its agents or subcontractors of a complaint by an individual regarding the use of his or her Individually Identifiable Health Information; or (c) any other event known to JETS which reasonably might be anticipated to expose TLH to a legal claim or adverse publicity regarding the use or transmittal of Individually Identifiable Health Information. Notwithstanding any termination provision elsewhere in this Agreement, this Agreement may be terminated by either Party, upon written notice to the other Party, in the event that the other Party has materially breached its obligations under this section related to the confidentiality of PHI, and fails to cure or remedy such breach within thirty (30) days of the receipt of written notice of the breach. Notwithstanding any cure period, TLH may immediately terminate this Agreement if JETS has materially breached its obligations under this section relating to an unauthorized use or disclosure of PHI by JETS and such breach is not capable of being cured. Upon termination of this Agreement, for whatever reason, JETS will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of TLH which JETS maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. JETS acknowledges that the names, addresses and any other identifying

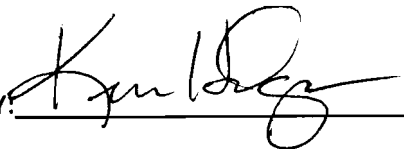
information concerning TLH's patients disclosed to JETS pursuant to this Agreement constitute Protected Health Information pursuant to HIPAA and related statutes and regulations. In the event JETS is subject to the Arkansas Freedom of Information Act, any federal freedom of information act, or other applicable laws (collectively, "FOIA"), JETS will timely respond to any FOIA request for such information and assert all applicable exemptions. JETS will give TLH timely written notice of the FOIA request, in order to allow TLC opportunity to object and/or seek the appropriate protective order. Further, the parties agree that JETS and TLH may receive federal and state funding, and therefore may be asked to respond to requests for information by both the United States Department of Transportation and the Arkansas Highway Department, and if asked, shall provide the minimum necessary information pursuant to HIPAA.

9. JETS represents and warrants to Total Life Healthcare that the provisions of the services described herein and the use of the licenses to provide the services does not, and will not, violate any terms and conditions of any agreements governing the use of such licenses.
10. JETS agrees to all applicable standard terms and conditions set forth in the most current Federal Transit Administration Master Agreement, which is hereto referenced and made a part of this Agreement. Further, JETS agrees to abide by the terms and perform the obligations of "contractor" in the "Title VI Contract Provisions" attached hereto as "Appendix A" and incorporated herein by reference.

ENTERED INTO on this 5th day of Aug, 2014.

CITY OF JONESBORO

TOTAL LIFE HEALTHCARE

BY: 

APPENDIX A

TITLE VI CONTRACT PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this contract. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person in the State of Arkansas shall, on the basis of race, color, national origin, sex, age, disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the USDOT Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor or work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arkansas State Highway & Transportation Department or the U. S. Department of Transportation and its Affiliated Modes to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Arkansas State Highway & Transportation Department, or the U. S. Department of Transportation and its Affiliated Modes as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arkansas State Highway & Transportation Department shall impose such contract sanctions as it or the U. S. Department of Transportation and its Affiliated Modes may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Arkansas State Highway & Transportation Department or the U. S. Department of Transportation and its Affiliated Modes may

direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arkansas State Highway & Transportation Department to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.