



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-065-2019

File Number: RES-19:063

Enactment Number: R-EN-065-2019

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE
MAYOR TO ENTER INTO AN AGREEMENT WITH TOTAL LIFE HEALTHCARE TO
SCHEDULE JET SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Total Life Healthcare desire to enter into an agreement for the scheduling of JET transportation services; and

WHEREAS, Total Life Healthcare will pay to the City \$6,065.00 for the year 2019 under the contract; and

WHEREAS, said agreement is attached hereto and all terms are set out therein;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF
JONESBORO, ARKANSAS THAT:

1. The City of Jonesboro approves the Contract for Scheduling Services with Total Life Healthcare to provide transportation services through the JET program. That the term of the agreement shall be for a period of one year unless it is extended by the parties. All other details of the agreement are set out in the attachment.

The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED this 4th day of June, 2019.

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. Total Life HealthCare shall pay the sum of \$6065.00 for year 2019. This amount includes:
 - a. 1 year Route Match vehicle maintenance fee for nine (9) vehicles-Total cost-\$1665.00.
 - b. 1 additional RM Demand user license - Total Cost-\$3,000.00.
 - c. 2 user license maintenance fees for 2019 – Total Cost-\$1,400.00 and one additional beginning 2020 – Total Cost-\$2,100.00
2. At the end of the initial term set forth in paragraph 3, this contract will automatically extend yearly for five years, 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 \$3,765.00 *beginning 2020* (unless upgrades are requested) 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.
3. The contract shall begin on April 1, 2019 and end on April 1, 2020, unless extended for an additional year as set out in paragraph two (2).
4. 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.
5. 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.
6. 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.

7. **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.

8. 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.

ENTERED INTO on this 6th day of JUNE, 2019.

CITY OF JONESBORO

TOTAL LIFE HEALTHCARE

BY: 
TOTAL LIFE HEALTHCARE
SVP-Admin. Services