OPTIONS CONTRACT # 2019-03
BETWEEN THE
GREATER NASHVILLE REGIONAL COUNCIL
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

This Contract, by and between the Greater Nashville Regional Council, hereinafter referred to as the "GNRC" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Contractor," is for the provision of certain home and community based services based on state funds made available by the state legislature and federal funds, under the Older Americans Act of 1965 as amended, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Identification # 62-0694743

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. The GNRC through its Area Agency on Aging and Disability will provide authorization for home and community based services. The GNRC will compensate the Contractor at the rates established in Section C.3. for authorized services. The GNRC will screen and assess individuals to determine their need for home and community based long-term care services. Approved services are delineated in the Scope of Work, Attachment 1 (Options Program Services), which is attached and made a part of this Contract. Services will be provided by the Contractor in accordance with this Contract and the program guidelines contained in the Tennessee Commission on Aging and Disability "Program and Policy Manual"; said program guidelines are hereby made a part of this Contract by reference.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on July 1, 2018 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"), ending on June 30, 2020. The GNRC shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The GNRC reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the GNRC, at the GNRC's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of forty eight (48) months

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability: In no event shall the maximum liability of the GNRC under this Contract exceed Eighty Thousand Dollars and No Cents ($80,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the GNRC. The maximum liability

represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the GNRC requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The GNRC is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the GNRC under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the GNRC in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Unit	Amount (per compensable increment)	Funding Source	CFDA#
Hot ready to eat HDM	$7.00	State and/or Federal	93.045
Frozen or shelf stable HDM	$6.00	State and/or Federal	93.045

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the GNRC only for completed increments of service and for the amount stipulated in section C.3. Contractor shall submit invoices with all necessary supporting documentation no more often than once per month, submitted no later than the 8th day of each month for units of service provided the previous month, to:

Greater Nashville Regional Council, 220 Athens Way, Suite 200, Nashville, Tennessee 37228.

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the GNRC)
(4) Customer Account Name: GNRC AAAD
(5) Customer Account Number (assigned by the GNRC to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Federal ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the GNRC is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the GNRC shall not prejudice the GNRC's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the GNRC shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the GNRC, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The GNRC reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the GNRC for any amounts, which are or shall become due and payable to the GNRC by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the GNRC under this Contract until the GNRC has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the GNRC the "Authorization Agreement for Automatic Deposit Form" provided by the GNRC. By doing so, the Contractor acknowledges and agrees that, once this form is received by the GNRC, payments to the Contractor, under this or any other contract the Contractor has with the GNRC, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the GNRC the GNRC-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number.

C.10. Penalties. If in violation of this contract, Contractor fails to properly and accurately begin service delivery within five (5) days of the date of service authorization, Contractor shall have to pay a contractual penalty in the amount FIFTY DOLLARS ($50.00) per occurrence.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The GNRC is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and GNRC bylaws.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations, and GNRC bylaws.

D.3. Termination for Convenience. The GNRC may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the GNRC. The GNRC shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the GNRC be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the GNRC shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the GNRC for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the GNRC. If such subcontracts are approved by the GNRC, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the GNRC, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the GNRC require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the GNRC, the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the GNRC as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the GNRC beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. GNRC Liability. The GNRC shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the GNRC of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the GNRC or the State of Tennessee or their employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability.. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The GNRC:

Michael Skipper, Executive Director
cc Marilyn Wade, Acting Director, Aging and Disability Services
Greater Nashville Regional Council
220 Athens Way, Suite 200
Nashville, TN 37228
mskipper@gnrc.org
cc mwade@gnrc.org
Telephone # 615-862-8828
FAX # 615-862-8840

The Contractor:

Carol Wilson, Program Manager II
Metropolitan Social Services
800 2nd Avenue North
Nashville, TN 37201
carol.wilson@nashville.gov
Telephone # 615-862-6471
FAX # 615-880-2291

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise

unavailable, the GNRC reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the GNRC. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the GNRC any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable GNRC and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the GNRC or acquired by the Contractor on behalf of the GNRC shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the GNRC to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the GNRC's information; or, disclosed by the GNRC to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the GNRC or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.5. HIPAA Compliance. The GNRC and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the GNRC that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the GNRC, including cooperation and coordination with GNRC privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The GNRC and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the GNRC and Contractor in compliance with HIPAA. This provision shall not apply if information received by the GNRC under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the GNRC to receive such information without entering into a business associate agreement or signing another such document. The Business Associate Agreement between the parties to this Contract attached to this Contract as Attachment 2, is deemed a part of this Contract and is incorporated therein, and upon the Parties signing this Contract, the Parties shall also be bound by the attached Business Associate Agreement as fully as if signed as a separate document.

E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the state of Tennessee, the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.7. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the GNRC, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (11") in height and eighteen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the GNRC if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

E.10. Disclosure of Personal Identity Information. The Contractor shall report to the GNRC any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the GNRC, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

In addition to the requirements of Section E.5, the Contractor shall not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the GNRC. Additionally, the Contractor shall not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the GNRC shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.

E.11. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the GNRC as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the GNRC by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the GNRC by the end of the month in which the amendment to this Contract becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

i. The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the GNRC may terminate this Contract for cause. The GNRC will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Renee Pratt 6/18/18

RENEE PRATT, EXECUTIVE DIRECTOR DATE

GREATER NASHVILLE REGIONAL COUNCIL:

KEN MOORE, PRESIDENT DATE

SIGNATURE PAGE
FOR
GNRC Option Meals Contract 2019-03

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Executive Director – Metro Social Services — Date: 6/18/18

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal, Director
Department of Finance — Date: 6-20-18

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance — Date: 6/25/18

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney — Date: 6/27/18

Date

ATTEST:

Metropolitan Clerk — Date

SCOPE OF WORK

AREA AGENCY ON AGING AND DISABILITY: Greater Nashville Regional Council
PROVIDER AGENCY: Metropolitan Government of Nashville and Davidson County

A. SUMMARY OF DIRECT SERVICE ACTIVITIES
Check services to be provided:

FAMILY CAREGIVER SUPPORT PROGRAM

Counseling
- ☐ Caregiver Training (1 session)

Respite Services, In-Home
- ☐ Personal Care (1 hour)
- ☐ Homemaker (1 hour)
- ☐ Adult Care aka In-Home Respite (1 hour)

Respite Services, Out-of-Home
- ☐ Adult Day Care (1 hour)

Other Services
- ☐ Personal Emergency Response System (installation, monthly fee)
- ☐ Relative Caregiver Services
- ☒ Home Delivered Meals (1 meal)

OLDER AMERICANS ACT
- ☐ Personal Emergency Response System (installation, monthly fee)
- ☐ Homemaker (1 hour)
- ☒ Home Delivered Meals (1 meal)
- ☐ Personal Care (1 hour)
- ☐ Chore (1 hour)

OPTIONS PROGRAM
- ☐ Personal Care (1 hour)
- ☐ Homemaker (1 hour)
- ☐ Personal Emergency Response System (installation, monthly fee)
- ☒ Home Delivered Meals (1 meal)

B. PROVISION OF SERVICE

1. SERVICE AVAILABILITY:
   Days of Service Availability: Monday – Friday
   Hours of Service Availability: 8:00 a.m. – 4:30 p.m.

   If the applicant agency has multiple offices, please attach a list to the application.

2. NAME OF SUB-CONTRACTOR (if any): Piccadilly Holdings, LLC
   Mailing Address: 4150 S. Sherwood Forrest Blvd. Suite 100, Baton Rouge, LA 70816
   Phone Number: 225-706-8255 Fax Number: 225-706-8108
   Email: jmiller@piccadilly.com
   (For each additional sub-contractor, attach listing with above information)

3. QUALITY OF SERVICE:
   The Provider shall ensure that quality services are provided to eligible consumers. The determination of quality must be based on an established quality assurance process.

C. TRAINING
The Contractor will attend meetings or workshops sponsored by the Council and the Tennessee Commission on Aging and Disability, where appropriate and indicated..

OPTIONS FOR COMMUNITY LIVING
Scope of Services

1. For the purposes of this contract, services can only be provided for adults age 60 and over and adults with physical disabilities who are at risk of entering long-term care facilities.

2. Metropolitan Government of Nashville and Davidson County (Contractor) agency for the OPTIONS HCBS program shall comply with the administrative, program, and fiscal requirements contained in the Tennessee Commission on Aging and Disability, *Program and Policy Manual,* Chapter 16 and any relevant state laws, regulations and rules.

3. Before performing any services under this contract, Contractor must be licensed in accordance with the regulations of the State.

4. Contractor must have current insurance with at least the minimum coverage limits as set forth in Tenn. Code Ann. §29-20-403.

5. Services and units of services to be provided to individuals must be consistent with the Provider Authorization.

6. Services must begin within five (5) working days of the receipt of the Provider Authorization by the service provider.

7. Contractor must provide a written report of any changes in an individual's condition/health/needs to the AAAD within five business days.

8. Contractor must keep documentation of all contact with or on the behalf of the individual and ensure that the assigned tasks identified in the Provider Checklist are carried out.

9. Contractor must keep documentation of each service provided with each visit, which includes a services rendered checklist that is signed by the individual and the worker.

10. Contractor must have methods and procedures in place for the collection and reporting of individual specific data, including but not limited to rosters, invoices, and daily logs and provide to the AAAD on or before the 8th day of the month following the month being reported.

11. Contractor must track and report missed visits to the AAAD. The service provider must report the missed visits to the AAAD within 5 working days of the missed visit and provide the date, time, and reason for missed visit or the service provider may track and report missed visits to the AAAD through other methods approved by TCAD annually prior to the start of the contract year.

12. Contractor and its employees shall comply with all state laws relating to mandated reporting of abuse, neglect, and/or exploitation and shall immediately make a report to appropriate officials for follow-up, conditions or circumstances which place the individual, or the household of the individual, in danger.

13. Contractor shall retain records for a period of five (5) years plus current year.

14. Contractor shall provide the services marked with an "x" in the following categories:

X	Service	Unit Cost Rate
X	**Home Delivered Meals** - Provision, to an eligible person at the client's place of residence, of a meal that meets the RDA requirements as specified for Congregate Meals.	Refer to page 2

National Family Caregiver Support (Title III-E)
Scope of Services

1. The purpose of Title III-E, National Family Caregiver Support Program (NFCSP), is to provide a service delivery system that responds to the needs of the caregiver.

2. Metropolitan Government of Nashville and Davidson County (Contractor) for NFCSP shall comply with the administrative, program, and fiscal requirements contained in the National Family Caregiver Support Program Chapter of the Tennessee Commission on Aging and Disability *Program and Policy Manual*, Chapter 11 as well as any and all relevant federal laws, regulations, and rules.

3. Prior to delivering any services under this agreement, Contractor must be licensed in accordance with the regulations of the State.

4. Contractor must have current insurance with at least the minimum coverage limits as set forth in Tenn. Code Ann. §29-20-403.

5. Services and units of services to be provided to individuals must be consistent with the Provider Authorization.

6. Services must begin within five (5) working days of the receipt of the Provider Authorization by Contractor.

7. Contractor must keep documentation of all contact with or on the behalf of the individual and ensure that the assigned task identified in the Provider Checklist is carried out.

8. Contractor must keep documentation of each service provided with each visit, which includes a services rendered checklist that is signed by the individual and the worker.

9. Contractor must have methods and procedures in place for the collection and reporting of individual specific data, including but not limited to rosters, invoices, and daily logs and provide to the AAAD on or before the 8th day of the month following the month being reported.

10. Contractor must track and report missed visits to the AAAD. The service provider must report the missed visits to the AAAD within 5 working days of the missed visit and provide the date, time, and reason for missed visit or the service provider may track and report missed visits to the AAAD through other methods approved by TCAD annually prior to the start of the contract year.

11. Contractor and its employees shall comply with all state laws relating to mandated reporting of abuse, neglect, and/or exploitation and shall immediately make a report to appropriate officials for follow-up, conditions or circumstances which place the individual, or the household of the individual, in danger.

12. Contractor shall retain records for a period of five (5) years plus the current year.

13. Contractor shall provide the services marked with an X in the following categories:

X	Service	Unit Cost Rate
X	**Home Delivered Meals** - Provision, to an eligible person at the client's place of residence, of a meal that meets the RDA requirements as specified for Congregate Meals.	Refer to page 2

Home and Community Based Services (Title III-B)
Scope of Services

1. For purposes of the services to be performed under this contract, Metropolitan Government of Nashville and Davidson County (Contractor) is to provide such services to eligible adults, age 60 and over, the option of receiving services to enhance their capacity to remain self-sufficient in their homes and to maximize the informal support provided by caregivers.

2. The Contractor for Title III-B shall comply with the administrative, program, and fiscal requirements contained in the Home and Community-Based Services Chapter of the Tennessee Commission on Aging and Disability Program and Policy Manual.

3. Prior to performing any work under this contract, Contractor must be licensed in accordance with the regulations of the State.

4. Contractor must have current insurance with at least the minimum coverage limits as set forth in Tenn. Code Ann. §29-20-403.

5. Services and units of services to be provided to individuals must be consistent with the Provider Authorization.

6. Services must begin within five (5) working days of the receipt of the Provider Authorization by Contractor.

7. Contractor must provide a written report of any changes in an individual's condition/health/needs to the AAAD within five business days.

8. Contractor must keep documentation of all contact with or on the behalf of the individual and ensure that the assigned task identified in the Provider Checklist is carried out.

9. Contractor must keep documentation of each service provided with each visit, which includes a services rendered checklist that is signed by the individual and the worker.

10. Contractor must have methods and procedures in place for the collection and reporting of individual specific data, including but not limited to rosters, invoices, and daily logs and provide to the AAAD on or before the 8th day of the month following the month being reported.

11. Contractor must track and report missed visits to the AAAD. The service provider must report the missed visits to the AAAD within 5 working days of the missed visit and provide the date, time, and reason for missed visit or the service provider may track and report missed visits to the AAAD through other methods approved by TCAD annually prior to the start of the contract year.

12. Contractor and its employees shall comply with all state laws relating to mandated reporting of abuse, neglect, and/or exploitation and shall immediately make a report to appropriate officials for follow-up, conditions or circumstances which place the individual, or the household of the individual, in danger.

13. Contractor shall retain records for a period of five (5) years plus the current year.

14. Contractor shall provide the services marked by an "x" in the following categories:

X	Service	Unit Cost Rate
X	**Home Delivered Meals -** Provision, to an eligible person at the client's place of residence, of a meal that meets the RDA requirements as specified for Congregate Meals	Refer to page 2

Attachment 2

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) is a part of and is incorporated into the Contract between the Greater Nashville Regional Council (GNRC) and Metropolitan Government of Nashville and Davidson County (Contractor) in accordance with Section E.5 of the Contract. This Agreement shall be effective as of the date of the last of the Parties to sign on the signature page of the Contract. This Business Associate Agreement is entered into by and between the **Greater Nashville Regional Council** (hereinafter referred to as "GNRC") and **Metropolitan Government of Nashville and Davidson County** (hereinafter referred to as "Business Associate").

In the course of executing the Contract, Business Associate may come into contact with, use, or disclose "protected health information" as that term is used in the Federal Health Insurance Portability and Accountability Act of 1996, as amended, hereinafter referred to as "HIPAA". In accordance with the federal privacy regulations set forth at 45 C.F.R. Part 160, Part 162 and Part 164, which require GNRC to have a written contract known as a Business Associate Agreement with persons or entities that help GNRC (as a covered entity under HIPAA) carry out its health care activities and functions, the Parties to the Contract wish to establish satisfactory assurances that will appropriately safeguard "protected health information" and comply with all relevant HIPAA rules and regulations. Therefore the Parties to the Contract and this Agreement, GNRC and Business Associate, agree as follows:

1. **Definitions:**

   Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Specially defined terms in this Agreement are as follows:

   (a) Agreement. "Agreement" shall mean the Business Associate Agreement between GNRC and the Business Associate contained in this Agreement between GNRC and the Business Associate.

   (b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to the Agreement, shall mean Metropolitan Government of Nashville and Davidson County, whose principal address is 800 2nd Avenue North, Nashville, TN 37201.

   (c) Contract. "Contract" shall mean the Contract between GNRC and the Business Associate of which this Agreement is made a part.

   (d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.13, and in reference to the party to this Agreement, shall mean GNRC, whose principal address is 220 Athens Way Suite 200, Nashville, TN 37228.

   (e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 in effect and as amended. The "HIPAA Privacy Rule" is at 45 CFR, part 160 and part 164, subparts A and E. The "HIPAA Security Rule" is at 45 CFR Parts 160 and 164. The "HIPAA Breach Notification Rule" is at 45 CFR Part 164, Subpart D.

   (f) Parties. "Parties" shall mean the parties to the Contract and Agreement, both Business Associate and Covered Entity. "Party" shall mean one of the two Parties.

2. **Obligations of Business Associate**

Business Associate Agrees to:

(a) Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law, and to fully comply with all the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Rules.

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this Agreement, and to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of protected health information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose protected health information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.

(c) Notify GNRC of any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410,24 and any security incident of which it becomes aware as soon as practicable, but not exceeding five (5) business days. Additionally, business associate shall notify GNRC in the same manner of any suspected or potential breach of its obligation to not disclose protected health information in violation of this Agreement and the HIPAA Rules. Any notification under this subsection shall include, to the extent possible, the identification of each individual whose protected health information has been or is reasonably believed by the business associate to have been accessed, acquired, used, or disclosed during the breach and shall include all available information that is required to be in the notification to the individual under 45 CFR 164.404(c).

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree by written contract to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Require its employees, agents, and sub-contractors to immediately report, to the business associate, any use or disclosure of protected health information in violation of this Agreement and to report to GNRC any use or disclosure of the protected health information not provided for by this Agreement.

(f) If business associate receives protected health information from GNRC in a designated record set, then business associate agrees to provide access, at the request of GNRC, to protected health information in a designated record set, to GNRC or, as directed by GNRC, to an individual in order to meet the requirements under 45 CFR 164.524, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information.

(g) If business associate receives a request from an individual for a copy of the individual's protected health information, and the protected health information is in the sole possession of the business associate, business associate will provide the requested copies to the individual and notify GNRC of such action. If business associate receives a request for protected health information in the possession of GNRC, or receives a request to exercise other individual rights as set forth in the privacy rule, business associate shall notify GNRC of such request and forward the request to GNRC. Business associate shall then assist GNRC in responding to the request.

(h) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by GNRC pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(i) Provide to GNRC or an individual, in time and manner designated by GNRC, information collected and maintained in accordance with this Contract, to permit GNRC to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528, provided that business associate shall have at least thirty (30) days from GNRC's notice to provide access to or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the protected health information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

(j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(k) Make its internal practices, books, and records available to GNRC and the Secretary of the U.S. Department of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the HIPAA Rules.

(l) Mitigate, to the extent practicable, any harmful effect that is known to the business associate of a use or disclosure of protected health information by the business associate in violation of the requirements of this Agreement.

(m) Document disclosures of protected health information and information related to such disclosures as would be required for GNRC to respond to a request by an individual for an accounting of disclosure of protected health information in accordance with 45 CFR 164.528.

(n) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule and other HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Contract.

(b) Business associate may use or disclose protected health information as required by law.

(c) Except as otherwise limited herein, business associate may use or disclose protected health information to perform functions, activities, or services for or on behalf of GNRC as specified in the Contract, provided that such use or disclosure would not violate the privacy rule or other HIPAA Rules if done by GNRC.

(d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(e) Except for the specific uses and disclosures set forth herein, business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the

business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Except as otherwise limited herein, business associate may use protected health information to provide Data Aggregation services to GNRC as permitted by 42 CFR 164.504(e)(2)(i)(B).

(h) Limit any use, disclosure, or request for use or disclosure of protected health information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the privacy rule.

4. Term and Termination

(a) Term. This Agreement shall be effective as of the date on which this Agreement is signed by the last of the two parties to sign the Contract to which this Agreement is attached and made a part of, and shall terminate when all of the protected health information provided by GNRC to business associate or created or received by business associate on behalf of GNRC, is destroyed or returned to GNRC, or, if it is infeasible to return or destroy protected health information, Section 6 herein shall apply.

(b) Termination for Cause. The Contract authorizes and business associate acknowledges and agrees GNRC shall have the right to immediately terminate the Contract in the event business associate fails to comply with, or violates a material provision of, requirements of the HIPAA Rules or this Agreement. Upon GNRC's knowledge of a material breach by business associate, GNRC shall, whenever practicable, provide a reasonable opportunity for business associate to cure the breach or end the violation. If business associate has breached a material term of this Agreement and cure is not possible or if business associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, GNRC, GNRC may immediately terminate the Contract.

(c) Reporting. If neither cure nor termination is feasible, GNRC shall report the violation to the Secretary of the United States Department of Health and Human Services or the Secretary's designee.

5. Obligations of GNRC.

GNRC Agrees to:

(a) Provide business associate with the notice of privacy practices that GNRC produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Provide business associate with any changes in, or revocation of, permission by an Individual to use or disclose protected health information, if such changes affect business associate's permitted or required uses.

(c) Notify business associate of any restriction to the use or disclosure of protected health information that GNRC has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect business associate's use of protected health information.

(d) Not request business associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by GNRC.

6. **Obligations of Business Associate Upon Termination.**

(a) Except as provided in subsection (b) below, upon termination of the Contract, for any reason, business associate shall, at direction of the GNRC, return or destroy all protected health information received from GNRC, or created or received by business associate on behalf of GNRC. This provision shall apply to protected health information that is in the possession of sub-contractors or agents of business associate. Business associate shall retain no copies of the protected health information.

(b) In the event that business associate determines that returning or destroying the protected health information is not feasible, business associate shall provide to GNRC notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is unfeasible, business associate shall extend the protections of this Agreement to such protected health Information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as business associate maintains such protected health information.

(c) In the event that business associate continues to maintain protected health information after termination of this Contract, business associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Agreement, for as long as business associate retains the protected health information;

(d) The obligations of business associate under this Section shall survive the termination of this Agreement.

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7. **Miscellaneous**

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Nevertheless, business associate and GNRC shall comply with any amendment to the Health Insurance Portability and Accountability Act, Public Law 104-191, and amendment to the HIPAA Rules upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Section E.2. (Communications and Contacts) of the Contract, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

(e) Effective Date of Notices. All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after

the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

(f) Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

(g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and of the United States of America.