

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Operation and Management of Juvenile Detention Center

Contract Summary: Contractor to manage a Juvenile Detention Facility (the Facility) for Metro's Juvenile Court (the Court) as described in Exhibit A - Scope of Services.

Contract Number: 6557735 Solicitation Number: 344262 Requisition Number: 4084010

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 6516822 - 4/30/2024

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): Yes

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Estimated Start Date: 5/1/2024 Estimated Expiration Date: 4/30/2027 Contract Term: 36 Months

Estimated Contract Life Value: \$24,000,000.00 Fund:\* 10101 BU:\* 26111910

(\*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Scott Ferguson BAO Staff: Sierra Washington

Procuring Department: Juvenile Court Department(s) Served: Juvenile Court

## Prime Contractor Information

Prime Contracting Firm: Rite of Passage, Inc. ISN#: 1003266

Address: 2560 Business Parkway, Suite A City: Minden State: NV Zip: 89423

Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)

Prime Company Contact: Rusty Alexander Email Address: Rusty Alexander@rop.com Phone #: 775-392-2639

**Prime Contractor Signatory:** Rusty Alexander **Email Address:** rusty.alexander@rop.com

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* SBE/SDV Participation

Amount: \$240,000.00 Percent, if applicable: 1

*Equal Business Opportunity (EBO) Program:* M/WBE Participation

MBE Amount: \$160,000.00 MBE Percent, if applicable: .40

WBE Amount: \$224,000.00 WBE Percent, if applicable: .56

*Federal Disadvantaged Business Enterprise:* No

Amount:  Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

## Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>Rite of Passage, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>75</u>	<u>\$219,915.36</u>	<u>Awarded</u>

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Rite of Passage, Inc. (CONTRACTOR)** located at **2560 Business Parkway, Suite A, Minden, NV 89423**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Scope of Services*
  - *Exhibit B - Rates*
  - *Exhibit C - ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 344262 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR to manage a Juvenile Detention Facility (The Facility) for Metro Juvenile Court (The Court) as described in Exhibit A – Scope of Services.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### 3. CONTRACT TERM

### **3.1. Contract Term**

The term of this contract will begin on May 1, 2024 or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs and will be for an initial term of three (3) years with two (2) one (1) year renewals. The contract can be extended by issuance of a signed letter by the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty months.

## **4. COMPENSATION**

### **4.1. Contract Value**

This Contract has an estimated value of \$24,000,000.00 for the initial term. The pricing details are included in Exhibit B, including a bid guarantee, and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit B of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the provision of the products and/or services as determined by METRO unless the liquidated damages section of the scope of services apply.

### **4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments.

### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

### **4.6. Invoicing Requirements**

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid

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as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to material non-conformity with specific contract terms. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the material terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days written notice and an opportunity to cure the performance or to commence the cure and pursue completion within a reasonable time. If CONTRACTOR fails to satisfactorily cure the breach, METRO may initiate a sixty (60) day written notice to terminate this Contract, pursuant to Section 5.3. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

#### **5.3. Notice**

METRO may terminate this Contract at any time upon sixty (60) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately enter into a transition period with the successor contractor to ensure continuity of services. METRO shall pay CONTRACTOR the amount due as specified in this Contract and corresponding Exhibits. Contractor shall continue to perform until the 60<sup>th</sup> day, or as agreed upon by the parties.

### **6. NONDISCRIMINATION**

**6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

**6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**6.3. Equal Business Opportunity (EBO) Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

**6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

**6.5. Americans with Disabilities Act (ADA)**

METRO assures CONTRACTOR the Juvenile Detention Facility is ADA compliant based on the 2010 ADA Standards for Accessible design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**7. INSURANCE****7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

**7.2. Professional Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.4. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

**7.6. Abuse and Molestation Insurance**

In the amount of one million (\$1,000,000.00) dollars.

**7.7. Cyber Liability Insurance**

In the amount of two million (\$2,000,000.00) dollars.

**7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

### **7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

### **8.2. Warranty**

As applicable, CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective

goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

As applicable, CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

### **8.4. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such



METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

#### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

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CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, non-privileged working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

**8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

**8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract, while allowing for normal wear and tear. All goods, documents, records, and other work product and property produced during the performance of CONTRACTOR's obligations pursuant to this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.18. Israel Anti-Boycott Act**

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

**8.19. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.20. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

**8.21. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide. Nothing in this previous sentence excludes METRO's liability under Tennessee Government Tort Liability Act.

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Contract Purchase Agreement 6557735

E. CONTRACTOR shall pay METRO any reasonable expenses incurred and paid as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.22. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all reasonable expenses of such action incurred and paid at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO as determined by the court or agreed upon by the parties.

#### **8.23. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (Preferred Method)**

**OR**

**METRO'S PURCHASING AGENT**

**PROCUREMENT DIVISION**

**DEPARTMENT OF FINANCE**

**PO BOX 196300 NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

#### **8.24. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

#### **8.25. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

DRAFT

Contract Purchase Agreement 6557735

**8.26. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

**8.27. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.28. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number: **6557735**

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Rite of Passage, Inc.

Attention: Rusty Alexander

Address: 2560 Business Parkway, Ste. A Minden, NV 89423

Telephone: 775-392-2639

Fax:

E-mail: rusty.alexander@rop.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: INCORP Services, Inc.

Attention: Rite of Passage, Inc.

Address: 1585 Mallory Ln., Ste. 104, Brentwood, TN 37027

Email: business.services@tn.gov

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**Notices & Designations**  
**Department & Project Manager**

<b>Contract Number</b>	6557735
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

<b>DEPARTMENT</b>	Juvenile Court
<b>Attention</b>	Jim Swack, Deputy Court Administrator
<b>Address</b>	100 Woodland St. 37213
<b>Telephone</b>	(615) 862-8022
<b>Email</b>	JimSwack@jnsnashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

<b>Project Manager</b>	L'Tannia Williams
<b>Title</b>	Contract Monitor
<b>Address</b>	100 Woodland St. 37213
<b>Telephone</b>	(615) 862-8023
<b>Email</b>	L'tanniaWilliams@jnsnashville.gov

## **Appendix Z – Contract Administration**

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

### **Vendor Performance Management Plan**

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to [PRG@nashville.gov](mailto:PRG@nashville.gov).

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Amendment**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

### **Escalation**

For contracts that include an escalation/de-escalation clause, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

### **Contract Close Out – Purchasing**

For all contracts, the project manager will notify [PRG@nashville.gov](mailto:PRG@nashville.gov) when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

### **Contract Close Out – BAO**

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

### **Best Practices**

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6557735

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Judge Sheila D. J. Calloway JS  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Michelle R. Hernandez Lane MCL  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumboltz KB  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Cynthia Gross CG  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

Rite of Passage, Inc.  
Company Name

Rusty Alexander  
Signature of Company's Contracting Officer

Rusty Alexander  
Officer's Name

Business Managing Director  
Officer's Title

**DEFINITIONS**

**Group Fight:** A physical altercation involving three or more individuals (detainees) within the facility, characterized by simultaneous or coordinated acts of violence, aggression, or physical conflict among members of a group or groups.

**Incident:** Any unexpected event or occurrence within the juvenile detention facility that requires reporting, investigation, or intervention, including but not limited to, accidents, injuries, altercations, medical emergencies, and security breaches.

**Incident Report:** A written document or formal record detailing any unexpected event or occurrence within the juvenile detention facility that requires reporting, investigation, or intervention, including but not limited to, accidents, injuries, altercations, medical emergencies, and security breaches.

**Intentional:** Conduct or actions undertaken with deliberate intent or purpose, rather than as a result of accident, mistake, or negligence.

**Material term:** A provision or condition that is essential to the agreement and has significant implications for the rights, obligations, or performance of the parties involved. A material term is fundamental to the purpose and objectives of the contract and directly impacts the operation, management, and outcomes of the juvenile detention facility.

**Negligence:** Failure to exercise reasonable care or caution that a prudent person would exercise under similar circumstances, resulting in harm, injury, or loss to another party. In the context of the operation of the juvenile detention facility, negligence may include, but is not limited to, acts or omissions by the contractor that breach the duty of care owed to detainees, staff, visitors, or the public, and that result in foreseeable harm, injury, or damage. Negligence may arise from inadequate supervision, insufficient security measures, failure to maintain facilities, or other breaches of professional standards or legal obligations.

**Patterns and Practice:** Consistent or recurring behaviors, actions, or policies observed or implemented within the juvenile detention facility over time, which may indicate systemic issues or violations of regulations, laws, or standards.

**Program Activities:** Planned and structured activities and interventions designed to promote the physical, mental, emotional, and social development of detainees within the juvenile detention facility, including but not limited to, education, vocational training, counseling, recreational programs, and rehabilitative services.

**Reasonable Opportunity:** A period considered adequate and fair under the circumstances for a specific action or requirement to be fulfilled or accomplished, taking into account the parties' capabilities, resources, and constraints.

**Riot:** Riots are defined as a turbulent or violent disturbance of the peace by a group of people acting together who are out of control, causing injury or endangering the physical safety of others and/or themselves, causing or threatening damage to property or injury to another or stopping the workflow of the facility.

## **GENERAL OPERATION REQUIREMENTS**

1. Facility services and programs shall comply with the Standards and all applicable federal, state and local laws, and Juvenile court orders. When differences between laws, court orders, standards and practices exist, the highest authority, as determined by Metro, should be followed.
2. Contractor is responsible for providing for the General and Facility operations, management, safety and security, health and wellbeing, housing and programming as established under this solicitation, Standards, and as requested and approved by the Juvenile Court Judge.
3. Contractor shall develop comprehensive policies and procedures specific to the operation of the Davidson County Juvenile Detention Center, herein referred to as the "Manual", that are consistent with the Standards and Juvenile Court operations. At no time will a contractor's operational policies be afforded greater weight or authority than the Standards or any of the specific expectations on the Contractor as defined in this Scope of Services. Refer to Section 2.6 for additional details and contractor requirements and responsibilities.
4. Contractor shall adopt non-discriminatory employment practices consistent with the current practices of Metro. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, or age, or which is in violation of applicable laws concerning the employment of individuals with disabilities. Refer to Section 2.7 for additional details and contractor requirements and responsibilities.
5. Contractor shall provide for the care, welfare, control, safety, and security to juveniles twenty-four (24) hours a day, seven (7) days a week. Contractor shall maintain a Central Control center which will be staffed continuously and operated twenty-four (24) hours a day, seven (7) days a week. Refer to Section 4.1 for additional details and contractor requirements and responsibilities.
6. Contractor shall staff the Facility twenty-four (24) hours a day, seven (7) days a week. Staffing patterns shall be compliant to the current supplement ACA Standards for Juvenile Detention Facilities and adequate to ensure continued juvenile surveillance and maintenance of security within the Facility. The staffing pattern must also address treatment and other program(s), visitation, transportation, day-to-day maintenance, and security needs of the facility.
7. Contractor shall be responsible for recruiting, hiring, and training all of the Facility's personnel to provide for and maintain the care, welfare, control, safety and security to juveniles in the Facility. A personnel record shall be maintained on each employee by the Contractor, and facility employees must be properly trained and have appropriate credentials to perform assigned duties. Refer to Sections 2.7 and 2.8 for additional details and contractor requirements and responsibilities. Contractor shall maintain a roster of screened and trained full and part-time staff as necessary to maintain staffing ratios in compliance with ACA standards and facility specific requirements regarding staff to youth ratios. The required staff to resident coverage ratio is 1:8 for purposes of Direct/Continuous supervision during the hours of 7 a.m. to 8 p.m. and 1:16 during the nighttime hours of 8:00 p.m. – 7:00 a.m. The staffing pattern shall not rely on regularly scheduled, mandatory overtime on the part of staff in order to maintain the required staff to juvenile ratio. Staff serving in administrative, nursing, housekeeping, maintenance, or other capacities that are not in the direct care and supervision of detained youth shall not be considered as part of the personnel count necessary to satisfy the required 1:8 and 1:16 staff to youth ratio.

8. Contractor shall make all reasonable efforts to use male staff to supervise juvenile male detainees and female staff to supervise juvenile female detainees.
9. Contractor shall make all reasonable efforts, subject only to the limitations of the physical capacity of the facility, to house youth that have been transferred to the adult system on a separate pod from youth that are awaiting adjudication in juvenile court or are waiting for their transfer hearing.
10. Contractor shall hire and maintain the number of screened and trained full and part-time staff necessary to staff the facility at the required ratios and shall meet the staff to juvenile ratio requirements when the daily population exceeds 48 detained youth. The contractor is required to maintain staff to juvenile ratio requirements even during periods of time when the daily population falls below 48 detained youth.
11. Contractor shall implement a system to physically count juveniles, properly notify appropriate personnel, and confirm increases and decreases in the population on a shift- by-shift basis. Refer to Section 4.4. for additional details and contractor requirements and responsibilities.
12. The use of physical force shall be limited to that authorized by federal, state and local law, and ACA Standards. The use of force policy must be reviewed and approved by the Juvenile Court Judge and Metro Department of Law. Refer to Section 4.11 for additional details and contractor requirements and responsibilities. This shall be submitted to the contract monitor within 30 days of the date of this contract.
13. Contractor shall have a corporate office infrastructure to provide for the fiscal management of the Facility and includes the capacity for administrative oversight of and legal counsel for the Contractor that can provide an immediate response to Metro in the event that concerns arise with regard to the Contractor's performance. Refer to Section 2.2 for additional details and contractor requirements and responsibilities.
14. Contractor shall employ a Single Administrative Authority (SAA), referred to as the Facility Director, who is employed by the Contractor. The SAA shall manage the Facility and its personnel and programs. Refer to Section 2.1 for additional details and contractor requirements and responsibilities.
15. Contractor shall maintain permanent Juvenile records and reports relevant to the operations of the Facility. Contractor must have the ability to assist the Court in monitoring the operation of the Facility and contract performance by providing information in the form of reports that will evaluate the management of and programs and services provided for the Facility on a minimum monthly basis. Contractor shall be required to provide all reports necessary for monitoring of compliance purposes Refer to Section 1.9 and the Schedule of Reports for additional details and contractor requirements.
16. Contractor shall maintain documentation for all charges against Metro under the contract. The books, records, and documents of Contractor insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three full years from the date of final payment and shall be subject to audit, at any reasonable time and upon reasonable notice by Metro. The records shall be maintained in accordance with generally accepted accounting principles.
17. Contractor takes possession of the Facility in an "as is" condition. Contractor shall have the exclusive use of movable equipment and perishables purchased by Metro for the Facility during the term of the contract unless otherwise stated within the solicitation and/or resulting contract. Contractor shall be responsible for providing all perishables and supplies to maintain the operations of the Facility during the term of the Contract. Supplies and perishables purchased by the Contractor during the term of this contract and stored or located on the premises become the property of Metro upon termination of

this contract. At no time will the Facility, furnishings, fixtures and equipment be used for any purpose not directly related to the care of the juveniles in the Facility, without the written permission of the Juvenile Court Judge.

18. The Facility is currently appointed with some fixtures, furnishings, and equipment. Contractor shall provide any additional fixtures, furnishing and equipment (FF&E) that are necessary for Contractor provided/initiated programs offered as a part of its' Juvenile Detention Facility Management. These items are submitted to the Court for approval prior to placement. If, during the term of the contract, the Contractor purchases any equipment of a different type not previously existing at the facility and listed on the inventory conducted pursuant to Section 3.1: Inventory; it may be purchased by Metro at the conclusion of this contract at the Contractor's cost less depreciation. It shall be the responsibility of the Contractor to maintain purchase records and receipts for any equipment, furniture, or other items purchased by them for use in the facility over which they claim ownership, and which is eligible for purchase by Metro at the conclusion of the contract. Within 30 business days from the contract start date, the Contractor shall submit initial inventory documents to Juvenile Court for review following inventory conducted by Contractor and reviewed by Metro Juvenile Court Representative(s). Additionally, these same inventory lists must be updated annually, as of June 30<sup>th</sup>, and submitted to the Juvenile Court contract monitor for review. Information and Technology (IT) items should be listed in a separate document from FF&E.
19. Contractor shall submit an initial Inventory document to Juvenile Court for review within 30 business days of the contract start date, and an updated inventory sheet as of June 30<sup>th</sup> of every year.
20. Contractor shall maintain all fixtures, furnishings, and equipment (FF&E) located within the detention facility spaces in a good state of repair and appearance. Contractor shall maintain and provide service maintenance agreements and schedules for all FF&E maintenance not otherwise provided by Metro General Services department. Metro Juvenile Court shall have the right to review the Contractor's maintenance program(s), and to audit the program at any time. Refer to Sections 3.6 and 3.7 for additional details and contractor requirements and responsibilities.
21. Contractor shall always regularly provide at least two staff trained in Admission and Releasing procedures for the A&R unit for all shifts. Refer to Section 5.1 for additional details and contractor requirements and responsibilities.
22. Contractor shall use and implement the current Juvenile Detention Release Assessment (JDRA) tool or any subsequently provided tool designated for use by the Juvenile Court. Contractors shall provide the Metro Contract monitor with notification of new hires and training dates on how to complete the tool. The Contractor shall implement a process by which a supervisor reviews the completed assessment tool and retains documentation of the tool. Metro Juvenile Court will monitor for ongoing compliance with the correct completion of the tool.
23. Contractor shall provide accessible phone services for juveniles to communicate with approved contacts in compliance with the Standards and Juvenile Court. Contractor shall not deny a juvenile access to phone services as a form of punishment, except under exceptional circumstances as approved by the Juvenile Court Judge or the Contract Monitor. The phone service shall be provided at no cost to the juveniles and their approved phone contacts. Refer to Section 5.12 for additional details and contractor requirements and responsibilities.
24. Contractor shall provide Positive Behavior Intervention or other Juvenile Court-

- approved, evidence-based behavioral interventions and aligned enrichment programs to rehabilitate youth. Contractor shall not unreasonably cancel, reschedule, or deny a youth access to or participation in program activities as a form of discipline or punishment. Refer to Section 4.10 for additional details and contractor requirements and responsibilities.
25. Contractor shall maximize the use of TennCare and other funding sources for therapeutic interventions (e.g., CBT, Drug and Alcohol treatment services) to assist individual youth and groups of youth while detained in the Facility.
  26. Contractor shall provide a full-time on-site certified Licensed Professional Counselor (LPC) or Licensed Clinical Social Worker (LCSW) or a Masters' level Therapist under the supervision of an LPC or LCSW on staff and 24/7 on-call Psychiatrist.
  27. Contractor shall provide a certified and Licensed medical "on call" physician to perform all regular physicals for detained youth. Refer to Section 5.11 for additional details and contractor requirements and responsibilities.
  28. Contractor shall provide a certified registered dietician/nutritionist, specific to this Juvenile Court, to approve master cycle menus and special diet menus. Refer to Section 5.6 for additional details and contractor requirements and responsibilities
  29. Contractor must allow Metro to provide additional supplemental medical, therapeutic, or psychiatric staff or services, and must allow outside providers approved by the Juvenile Court to provide services and/or offer programs for detained youth that are provided at no additional cost to the Contractor.
  30. Contractor must ensure youth have access to prescribed medication within seventy-two (72) hours of arrival to the Facility and access to prescribed medications throughout the length of their stay. The Contractor shall make and document all reasonable efforts to obtain approval from the parent or guardian to administer prescribed medications. Refer to Section 5.11 for additional details and contractor requirements and responsibilities.
  31. Contractor shall implement alternative behavior management options and responses to reduce the use of isolation of youth. Contractor shall not use isolation as a form of discipline or punishment, except under specific exceptional circumstances as approved by the Juvenile Court Judge or the Contract Monitor.
  32. Contractor and all its employees are a mandatory reporters under T.C.A. § 37-1-403 and T.C.A. § 37-1-605 and shall immediately or as soon as reasonably possible report all known or suspected brutality, injury to a juvenile at the facility, abuse, neglect, and child sexual abuse (e.g., sexual contact between a detainee(s) and staff) to the Department of Children's Services, Metropolitan Nashville Police Department, and the Contract Monitor. Contractor shall provide mandatory reporting training in the new hire training course and at least annually thereafter. Notification of training class should be provided to the contract monitor at least a week in advance of the training date.
  33. Contractor shall attempt at all times to deter escapes, riots, and threats to security of the facility. Refer to Section 4.8 for additional details and contractor requirements and responsibilities.
  34. Contractor shall make all reasonable efforts at all times to maintain a drug free work force. Contractor shall conduct drug testing on all job applicants prior to employment and shall randomly test employees thereafter at Contractor's expense. Refer to Section 4.7 for additional details and contractor requirements and responsibilities.
  35. Contractor shall make all necessary efforts at all times to maintain a work environment that is trauma- informed and free from neglect and abuse.
  36. Contractor shall not publish any finding(s) based on data obtained from the operation



of the contract without the prior written consent of Metro.

37. Contractor shall cooperate fully with the Juvenile Court Contract Monitor and allow immediate, complete, and unrestricted access to juveniles, staff, all parts of the facility, and any and all records concerning all aspects of the operation of the facility. Refer to Sections 1.3, 1.7, and 1.9 for additional details and contractor requirements and responsibilities.
38. Contractor shall make all necessary efforts to prevent the introduction of contraband into the Facility by staff and visitors. Refer to Section 4.6 for additional details and contractor requirements and responsibilities.
39. Contractor shall operate the facility in compliance with the American Correctional Association (ACA) Standards for Juvenile Detention Facilities and the Tennessee Department of Children's Services (TDCS) Minimum Standards for Juvenile Detention . Although Contractor is not required to seek accreditation for the facility with the American Correctional Association (ACA), Contractor is required to adhere to ACA Standards for Juvenile Detention facilities, and all references within this document to maintaining compliance with ACA standards, especially and specifically regarding maintaining ACA minimum staff-to-youth supervision ratios, are valid and enforceable provisions of this Scope of Services.

## **ARTICLE I**

### **OVERSIGHT - FACILITY CONTRACT MONITOR AND REPORT SCHEDULE**

#### **Section 1.1: Oversight**

1. Metro Juvenile Court has the right and authority under this Contract to monitor Contractor's performance hereunder. Metro Juvenile Court will staff the Contract Monitor function with one position to be located at the Juvenile Court. Metro shall notify the Contractor in writing of the identity of any Contract Monitor. An individual acting as a Monitor may be changed during the term of the contract at Metro's discretion.
2. Metro Juvenile Court may utilize and/or employ additional personnel at any time to assist the Contract Monitor in the performance of their duties. The Contract Monitor shall specifically identify to the Contractor in writing of any such personnel, the scope of said personnel's responsibilities, and any applicable limitations on the access to be afforded to these personnel.
3. Contractor shall have no control over the activities of the Contract Monitor, supervisory or otherwise. Contractor shall not provide the Contract Monitor or other Metro personnel with gifts or any form of compensation at any time.
4. Monitoring shall include, but not be limited to, observing and reporting on the day-to-day operational performance of the Contractor regarding compliance with all terms and conditions of this contract. Such monitoring, or any failure to monitor any performance requirement of the Contractor, shall not in any way relieve the Contractor of its responsibilities, obligations, or liabilities under this Contract.
5. Contract Monitor will conduct periodic, scheduled, and unannounced inspections of the Facility during the term of the contract. Contract Monitor may at any time review the Facility operational records, meeting minutes, juvenile records, personnel files, mental health/medical records, and any other records concerning Contractor's operation of the Facility. Within 72 business hours of request of the Deputy Court Administrator of the Finance and Business Operations, non-

proprietary summary budget and finance records, specific to operational expenses of the facility shall be provided. Investigative reports shall be provided within 72 hours of an incident. A plan of action shall be provided within one week of the incident.

## **Section 1.2: Contract Monitor Roles and Responsibilities**

1. Contract Monitor is assigned to monitor and oversee the implementation of the Contract and to act as the Juvenile Court's representative, and generally as a designee of the Juvenile Court Judge except in specific situations that require the input or decision of the Juvenile Court Judge or an on-call Judicial Magistrate. Contract Monitor is responsible for providing on-site monitoring of the quantity and quality of services required and carrying out the liaison responsibilities between the Court and the Contractor on all matters pertaining to the operation and management services of the Facility.

2. Contract Monitors' duties and primary responsibilities shall consist of monitoring for program effectiveness, contract compliance, and compliance with the American Correctional Association (ACA) Standards for Juveniles, Rules of Tennessee Department of Children's Services (DCS) Minimum Standards for Juvenile Detention Centers and Temporary Holding and Prison Rape Elimination Act (PREA), other standards that may be mutually agreed upon between the Contractor and Metro, and all applicable federal, state, and local laws and regulations. The Contract Monitor will also ensure that the practices and culture of operations align with the mission, vision and values of the Juvenile Court.

### **Section 1.3: Contract Monitor Access**

1. Contract Monitor shall have immediate, complete, and unrestricted access to all parts of the facility and records concerning the inspection, renovation, repair, maintenance, and operation of the facility at all times.
2. Contract Monitor shall have immediate, complete, and unrestricted access to all juveniles and access at a reasonable time and place to all Contractor Administrative staff and Contractor's staff employed at the facility.
3. Contract Monitor shall have immediate, complete, and unrestricted access to all meetings, staffings, and hearings which in any way pertain to the obligations of Contractor under this Contract.
4. Contract Monitor shall have immediate, complete, and unrestricted access to any and all documents in any way pertaining to the obligations of Contractor under this Contract, including but not limited to, Facility operational records, personnel file and payroll records for facility staff, budget and financial documents, incident reports, meeting minutes, investigative reports, juvenile records, juvenile mental health/medical records, and any other records concerning Contractor's operation of the Facility. If any such requested document is not located on the facility site, Contractor shall provide the Contract Monitor with a copy of the document within seventy-two (72) hours of the request.
5. The Contractor shall not in any way hinder or impede the actions of the Contract Monitor in the performance of their duties. Contractor's Facility Administrative staff will not direct facility staff not to talk to the Contract Monitor when the communication with any staff is initiated by the Contract Monitor. The Contractor shall not make any efforts to monitor or listen to Contract Monitor's communication with staff or with juvenile detainees, nor dictate the circumstances or settings under which such communication occurs.

### **Section 1.4: Meetings**

1. Contractor personnel shall meet with the Contract Monitor on a minimum weekly basis.
2. Contractor agrees to hold scheduled weekly meetings and as other determined with the Contract Monitor to report on the operations of the facility and to respond to any questions raised by the Contract Monitor. The Contract Monitor shall have the right to request called meetings as needed. Contractor agrees that their representative at any meeting with the Contract Monitor shall have the level of supervisory responsibility and authority to address the issues raised by the Contract Monitor and speak on the Contractor's behalf..
3. Contractor's performance, including contract non-compliance, will also be discussed in such meetings. Time frames and actions for correcting any deficiencies will be discussed at these meetings. Contractor staff shall be transparent with issues and be open to creative solutions.
4. Contractor agrees to notify the Contract Monitor of the time, place, and agenda at least twenty-four (24) hours in advance of any such meeting or hearing, unless it is not reasonable to provide said notice, in which case the Contract Monitor shall be notified simultaneously with the other participants.
5. Contractor ensures the Contract Monitor is advised and invited to participate in all external compliance monitoring processes, Contract Monitor receives copies of all audits and evaluations directly related to the operation of the Facility.

### **Section 1.5: Incident Reports**

1. Incident Reports shall be completed by the staff member most directly involved in the incident and reviewed by the SAA or designee and the Contract Monitor. Supplemental incident reports shall be completed by staff who were part of or saw the incident and be attached to the main report.
2. Incidents Reports shall be approved by the Shift Supervisor.
3. Contractor shall submit approved incident reports electronically via e-mail to the Contract Monitor or by other means as may be specified and provided by the Juvenile Court. Incident reports may be submitted in a legibly hand-written format to the Contract Monitor, as a scanned document, to expedite the timely submission of an incident report from all staff involved. All incident reports shall be generated in the current system detention module designated by the Juvenile Court which shall be made available for use by the Contractor.
4. All incident reports shall be forwarded to the Contract Monitor within a maximum of twenty-four (24) hours of the events occurrence.

### **Section 1.6: Serious Incidents**

1. Serious Incident Reports shall be completed by the staff member most directly involved in the incident and shall be reviewed by the SAA or designee, and Contract Monitor. Supplemental serious incident reports shall be completed by staff who were part of or saw the incident and be attached to the main report.
2. Serious Incident Reports shall be approved by the Shift Supervisor.
5. Contractor shall submit all Serious Incident Reports electronically via e-mail to the Contract Monitor or by other means as may be specified and provided by the Juvenile Court. Serious Incident Reports may be submitted in a legibly hand-written format to the Contract Monitor, as a scanned document, to expedite the timely submission of a serious incident report from all staff involved. All incident reports shall be generated in the current system detention module designated by the Juvenile Court which shall be made available for use by the Contractor.
3. Serious incidents are defined as follows:
  - a) A death occurring in the facility,
  - b) A fire that affects institutional operations,
  - c) Riot,
  - d) Group fight;
  - e) Work stoppage,
  - f) Suicide of detainee,
  - g) Attempted Escape or Escape by a detainee,
  - h) Alleged abuse of juveniles by staff,
  - i) The taking of a hostage by detainees
  - j) Aggravated assault on staff or detainees,
  - k) Assaults when two or more people are assaulting a detainee or staff member,
  - l) Any incident requiring medical attention for juvenile detainees (whether in house or at a hospital),
  - m) Any type of sexual conduct between detainees (whether consensual or not),
  - n) Use of restraints or other use of force on a juvenile,
  - o) Introduction of a firearm into the facility,
  - p) Introduction of an unauthorized wireless mobile device or other electronic device into the facility,
  - q) Seizure of contraband devices, weapons or controlled substances,
  - r) The use of physical force other than soft hand control by staff.

4. These incidents and any incident that involves radio dispatch of an ambulance or other emergency vehicle or notification to Contractor's corporate staffs shall be immediately reported to the Contract Monitor and/or the on-call Judicial Officer by telephone, with an electronic written report to follow. Such incident reports shall contain the following information at a minimum: name of juvenile, incident offense, incident location and nature of incident, juveniles involved, status as a transfer juvenile as applicable, staff involved, and any incident resolution.

5. Serious Incident Reports shall be forwarded to the Contract Monitor as soon as possible following the event, and not to exceed twenty-four (24) hours of the event's occurrence.

6. All Serious Incident Reports shall be followed by:

- A. An investigative report including details of any policy/procedure violations involved in the serious incident which shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence.
- B. A plan of action report identifying all steps Contractor will undertake to prevent future occurrences of the same or similar serious incident which shall be submitted to the Contract Monitor within one (1) week of the event occurrence. (Refer to the Schedule of Reports).

**Section 1.7: Internal Investigations**

1. Juvenile Court Judge may direct Contractor to conduct an internal investigation of any matter deemed to be potentially detrimental to the safe and efficient operation of the Facility, such as incidents involving alleged staff misconduct, and issues occurring between detention staff and other parties, such as the Department of Children's Services (DCS) or Metro Nashville Police Department (MNPD) personnel, or with parents of juveniles. Any internal investigations so required by the Court will be followed up by an after-action report submitted to Contract Monitor detailing the specifics of the investigation, the conclusions drawn from the investigation, and any subsequent remedial action to be taken, if required (See Schedule of Reports).

**Section 1.8: Disciplinary Offenses**

1. Disciplinary Offenses are divided into major and minor categories subject to approval by the Juvenile Court Judge. Major disciplinary offenses may include, but not be limited to, assault causing bodily injury or death, malicious destruction of property, arson, escape, attempted escape, possession of contraband weapons or controlled substances, and sexual misconduct. Minor disciplinary offenses will likely include, but not be limited to, fighting with no injury, disorderly conduct, and disregarding the directive of the Contractor. Contract Monitor must have access to all disciplinary and appeal hearing reports.

**Section 1.9: Reports**

1. Contractor shall be required to provide all reports necessary for monitoring of court order compliance. Metro Juvenile Court, through its Contract Monitor, shall develop reporting requirements for the Contractor that shall include reporting topics and times. Reports deemed as an emergency (e.g., restrictive housing of juveniles, uses of force, suicidal ideations, and incidents which involve substantial risk to life, property, or facility security) shall be IMMEDIATELY reported to the Contract Monitor (See Schedule of Reports).

2. Contractor shall provide the Contract Monitor with written responses to any information requested by the Contract Monitor or Metro concerning any aspect of Contractor's compliance under the Contract within the period prescribed in the request and in the requested form. The Contractor shall provide documentation containing said information and certify that the information is accurate. If Contractor is unable to so certify, then Contractor shall state in writing why they are unable to do so.

3. Unless otherwise specified by Metro in writing, the records shall be provided electronically, and the Contract Monitor shall be the designated recipient of all information required of the Contractor by the Juvenile Court.

4. Contractor shall provide the Contract Monitor upon request, with a copy of, or opportunity to review, all routine documents generated by the Contractor contemporaneously with the dissemination of the document. Contract Monitor shall notify the Contractor in writing of the requested routine documents.

5. Contractor shall not destroy any document that is materially related to the Contractor's performance under the Contract, pursuant to Metro's record retention policies.

6. Metro reserves the right to request additional reports at any time during the life of the contract. Established reporting is for the use of the Court and shall be independent of any corporate reporting requirements.

**Section 1.10: Corrective Action**

1. Contract Monitor will submit written reports to the Contractor specifying deficiencies, requesting plans of action to correct the deficiencies, and including agreed upon time frames for accomplishing such actions. Contract Monitor reviews and accepts all "Plans of Action" associated with deficiencies. Contract Monitor will conduct subsequent reviews, inspections, and/or other interactions to ensure compliance. Contract Monitor will generate appropriate documentation for Contractor's files.

**Section 1.11: Immediate Corrective Action**

1. If Metro Juvenile Court determines the Contractor is operating the facility in a manner that substantially deviates from the Operating Standards and poses a serious and imminent danger to the health, safety, or security of the juveniles, personnel, or the public, Metro Juvenile Court shall so notify the Contractor and the Contract Monitor in writing, or verbally if it is believed an emergency situation exists. The notice shall direct the Contractor to immediately correct the situation.

2. Contractor shall notify Metro Juvenile Court of its proposed corrective action plan without delay. If Metro does not immediately object to the proposed plan, the Contractor shall implement it immediately.

3. If Metro Juvenile Court disagrees with the proposed plan, or if the Contractor fails to notify Metro Juvenile Court of its plan without delay, Metro Juvenile Court shall specify a corrective action plan and the Contractor shall implement it immediately.

4. In the event the Contractor disagrees with the designated plan, Contractor may request Metro Juvenile Court reconsider its order, but in no event shall the specified corrective action plan be delayed pending Metro Juvenile Court's reconsideration unless Metro affirmatively states in writing that further delay is acceptable.

**LIQUIDATED DAMAGES**

The parties agree that Metro will incur costs and losses in the event of Contractor's intentional or negligent failure to perform the required functions specified in this contract and that precise computation of those costs and losses would be difficult. Accordingly, the parties agree after a reasonable period of six (6) months from Service Commencement, that up to \$10,000 for a substantiated intentional or negligent failure to perform is a reasonable estimate of the damages Metro is likely to incur and may be assessed to Contractor as liquidated damages, and not penalties. Liquidated damages may be taken in the form of credits against monies due to the Contractor and deducted from Contractor invoice payments.

Prior to the assessment of liquidated damages, Metro will notify the Contractor in writing of a non-performance issue. Contractor shall have 30 days to cure non-performance. Failure to cure within 30 days may result in the written notification by Metro that liquidated damages will be assessed after another 15 day period.

Upon notification by the Contract Monitor that there has been a failure to cure and Metro intends to assess liquidated damages in 15 days, if the Contractor disputes the Contract Monitor's position, the burden of proof shall be on the Contractor to prove that the assertions are inaccurate or made in error. On notice to the Contractor of the pending assessment of liquidated damages, Contractor may request a meeting with the Contract Monitor and Juvenile Court administration to discuss the matter

and provide any information or documentation in support of not assessing liquidated damages. Proof of good faith efforts may be sufficient to stay the assessment of liquidated damages.

The following shall constitute grounds for the notification of the right to cure before the assessment of liquidated damages:

- a) After written notification of a pattern and practice of failing to comply with mandatory staffing ratios;
- b) After receiving a finding by the Department of Children's Services audit or licensing review;
- c) After a documented pattern and practice of failing to comply with the state laws and Department of Children's Services regulations regarding solitary confinement of children;
- d) After written documentation of a pattern and practice of failing to provide substantive, structured enrichment and youth development activities to the youth, which includes, but is not limited to, restricting television and or unstructured time on the unit each day to two hours;
- e) After written documentation of a pattern and practice of failing to report incidents to the Metro Nashville Police Department, Department of Children's Services and/or the Contract Monitor as specified by the contract or as required by applicable law or policy;
- f) After a pattern and practice of failing to search for, or resolve incidences of the introduction of contraband into the facility (contraband is defined in the contract under Sect. 4.6);
- g) After a practice or pattern documented incidences of incident and supplemental reports not being submitted to Contract Monitor as per Sect. 1.5 and 1.6.;
- h) After failing to address a known incidence of staff members having inappropriate relationships with detainees as defined in Sect. 4.7;
- i) After written documented incidences of a pattern and practice of failing to comply with Sect. 5.12 with all detainees having a personal pin number to make phone calls;
- j) Failure to provide medical care to a youth in need. This includes, but is not limited to youth that have been a victim of assault or that are being temporarily housed in intake while under medical observation;
- k) After a pattern of practice of not having a full time licensed clinical social worker on staff Monday through Friday;
- l) After a pattern of practice of documented incidences of not having a licensed nurse (RN or LPN) on staff sixteen (16) hours a day;

Liquidated damages shall be in the amount of \$8,000 per documented incident of nonperformance listed in (a)-(h) above.

Liquidated damages shall be in the amount of \$2,800 per week for every week required professional positions listed in (k) and (l) above remain unfilled after initial 3-month period from service commencement and after two months if positions are vacated and need to be re-staffed.



## **ARTICLE II**

### **FACILITY OPERATIONS: ADMINISTRATIVE/MANAGEMENT/PERSONNEL**

#### **Section 2.1: Administration**

1. The selection of the Single Administrative Authority (SAA), also known as the Facility Director, shall be approved by the Juvenile Court Judge. The SAA shall have, at a minimum, three (3) years of administrative experience in a juvenile detention or corrections setting. The SAA will be required to meet, at a minimum, monthly and on an as needed basis with the Contract Monitor. The SAA shall provide a comprehensive monthly report (content to be determined by Contractor and Court) of programs, services, short- and long-term goals, and plan(s) of action to Contract Monitor.

#### **Section 2.2: Fiscal Management**

1. Contractor shall prepare and distribute to the Court the following documents: annual budget specific for operation of the facility, to include all personnel and non-personnel expenses related to the operation of the facility. Contractor will also provide an annual report of expenses for operation of the facility citing the reported expenses as accurately characterized shared, direct, or indirect expenses related to the operation of the facility.

2. Contractor shall ensure that policies are written and enforced which include at a minimum: internal controls, petty cash, bonding, signature control on checks, and employee expense reimbursements. There shall be written policy for purchasing and requisitioning supplies and equipment, as well as a method which documents and authorizes wage payments to employees and consultants.

#### **Section 2.3: Public Relations**

1. Contractor shall be responsible for responding, in accordance with Juvenile Court policy, to inquiries from the public about juveniles housed in the facility.

#### **Section 2.4: Intentionally Omitted.**

#### **Section 2.5: Audits**

1. Contractor shall implement a system to monitor and audit programs through inspections and reviews by the SAA and/or his/her designee. At least annually, Contractor shall, using personnel other than employees of the facility, audit implementation of Facility operations and policies, procedures, and post orders. The Contractor forwards a copy of audit report(s) to the Contract Monitor.

## **Section 2.6: Policies, Procedures, and Post Orders**

1. Minimally, Contractor shall develop comprehensive policies, procedures, and post orders (“the Manual”) consistent with the Standards and Juvenile Court.
2. Contractor shall provide to the Contract Monitor both a hard copy of the Manual and electronic copy on a flash drive within thirty (30) days of contract effective date. The Manual shall be subject to the written approval of the Juvenile Court Judge or authorized designee. Any additions, deletions and/or modifications in the Manual that governs the operation of the Facility are also subject to the written approval of the Juvenile Court Judge or authorized designee.
3. Contractor shall also include any other policies, procedures, and post orders as requested by the Juvenile Court Judge, including, but not limited to the following:
  - a) Waking hours for juveniles,
  - b) Reducing the Use of Isolation,
  - c) Respecting LGBTQI Youth,
  - d) Juvenile Searches and the control of contraband,
  - e) Escapes;
  - f) And, use of force policy (Shall be approved by the Metro Department of Law).
4. Contractor shall make the Manual available to personnel, review it at least annually, and update it as needed. Contractor personnel shall be trained on all Contractor policies, procedures, and post orders. However, the Manual and corresponding post orders shall not be altered, amended, modified, revised, or supplemented without the prior written approval of the Juvenile Court Judge or authorized designee. Unless the Juvenile Court Judge or authorized designee provides written notice of acceptance of the proposed manual changes with thirty (30) days of receipt, Contractor shall consider the proposed changes rejected. If health or security concerns require a more expedited resolution, the parties shall work together to address the issue as soon as reasonably possible. Contractor shall implement and adhere to the provisions of the manual throughout the term of this Contract.

## **Section 2.7: Personnel**

1. Contractor shall provide necessary personnel to deliver twenty-four (24) hour care and supervision of juveniles, as well as administrative and support service personnel for the overall operation of the Facility. Staffing shall be in compliance with the Standards.
2. All prospective employees must be at least 21 years of age and meet security clearance requirements, as described in this section, to work in the Facility.
3. Contractor shall conduct pre-employment and annual employment history and reference checks on prospective employees. Contractor will also ensure each prospective employee completes the following:
  - a) Security Clearance Application and Release Authorization Form.
  - b) Undergoes the following background checks:
    1. A pre-employment background check consisting of an NCIC criminal History check or criminal history check by the Metropolitan Nashville Police Department.
    2. Fingerprint search through the Tennessee Bureau of Investigation and eVerify.

3. An internet record clearance involves a background check of the following: Drug Offender Registry, Tennessee felony Offender Database, Department of Health Abuse Registry, and National Sexual Offender Registry.

c) Successful screening by an assessment tool that screens for healthy sexual and professional boundaries with youth.

d) Prospective employees who will be placed in a transportation position shall include an annual current valid driver's license and a driver's license check.

4. Contractor shall conduct drug testing on all job applicants prior to employment, and shall randomly test employees thereafter, at Contractor's expense.

5. Contractor shall be responsible for any and all costs associated with conducting background checks, psychological examinations, or any other required pre-employment screening.

6. Included in the monthly report, the Contractor shall provide a staff roster with photo ID's to the contract monitor and updated when contractor hires a new employee and/or when an employee leaves or is terminated.

### **Section 2.8: Training**

1. Contractor shall provide orientation, pre-employment, and in-service training programs for all employees in accordance with the Standards and Juvenile Court. Completed training modules and continuing educational units shall be indicated in personnel records.

2. Contractor and Metro will work together to ensure new Contractor employees receive hands-on Juvenile Information System (JIS) training, and existing employees receive refresher training as needed.

3. Contractor shall provide documentation of all completed employee training in a monthly report to the Contract Monitor (See Schedule of Reports). The Contract Monitor shall be permitted to audit training classes and review training curricula and other training-related records at any time.

4. All employees trained at this facility and on a staff roster for this program shall work exclusively at this site. Staff members who are needed for training, program startups, or temporary manpower shortages at other of the contractor's work sites will be released for that duty only with the written permission of the Contract Monitor. Any wages, travel, or other associated costs will not be paid from this contract for work done away from the facility.

### **Section 2.9 Facility Reports**

1. Contractor will maintain Juvenile Records in compliance with the Standards and Juvenile Court's Schedule of Reports. Contractor shall create and maintain permanent records, in addition to shift reports, detailing routine events, unusual incidents, and emergency situations that occur in each housing unit, other areas, and the facility overall (See Schedule of Reports). Each shift shall maintain logs and other records of pertinent information regarding individual juveniles and groups of juveniles. These records shall be compiled daily and reviewed by appropriate supervisory personnel. At a minimum, the shift record shall contain the name, location of each juvenile, agency or entity having jurisdiction over the juvenile, charge of the juvenile, race, and gender. The Contract Monitor shall have access to all said reports and records.

2. As required in the Metro Ordinance 4.12.240, Contractor shall submit quarterly reports, in both electronic and hard copy, to the Metropolitan Council disclosing the following:

- The total current population of incarcerated individuals within the facility, and the total incarceration capacity of the facility;
- The number of contractor staff members serving the facility;
- A description of any incident at the facility in which an incarcerated individual's whereabouts could not be accounted for;
- Any and all methods of discipline or punishment applied toward incarcerated individuals at the facility (e.g., solitary confinement, etc.);
- Any and all actions pending against the contractor in state or federal court relating to the contractor's provision of correctional facilities management services within the United States;
- Whether the contractor's provision of correctional facilities management services within the United States is the subject of any formal investigation by a state or federal agency;
- Whether the contractor employs government relations and/or lobbying services within the United States Congress, Tennessee General Assembly, or Metropolitan Government of Nashville and Davidson County and, if so, the identity of the individuals so employed; and

Whether the contractor has expended or undertaken any effort in the preceding quarter to introduce or amend legislation regarding criminal offenses or the penalties therefor.

### **Section 2.10 Juvenile Records**

1. Contractor will maintain Juvenile Records in compliance with the Standards, Healthy Insurance Portability and Accountability Act (HIPPA) Requirements. Contractor shall maintain permanent Juvenile records, and shall include, but not be limited to, educational, medical, psychiatric, dental, counseling, and classification records. Metro is the owner of all retained records. 2. Contractor is the custodial/maintainer of the Juvenile records. Contractor shall ensure that its record keeping, both manual and electronic, is compatible with Metro and State record keeping systems, (HIPPA) requirements, and must ensure confidentiality under applicable state and federal statutes and regulations under local court rules.

### **Section 2.11: Volunteers**

1. Contractor is encouraged to use volunteers and volunteer programs. All volunteers shall complete and pass an evaluation or assessment tool utilized to screen for healthy sexual and professional boundaries with youth prior to providing a service in detention. Contractor shall provide the Contract Monitor a list of volunteers and programs.

### **Section 2.12: Information Systems Management/ Information Technology Support/ Software**

1. Contractor shall utilize a Facility Management Information System ("FMIS") that complies with Metro's requirements for fiscal and operational reporting and a methodology for long term planning, and that will be provided to and/or licensed for use at the Facility at no additional cost.

2. Juvenile Court and Metro JIS resources will provide support only to Metro-owned PC assets, and no computer support will be provided for non-Metro owned computers or network devices.

3. Contractor will be assigned computer terminals that will provide access to the Juvenile Information Management System. In order to promote efficient operations and maintain JIS network security, PC's provided by Metro will be configured by Metro JIS personnel for limited internet connectivity as determined necessary for business-related purposes. Similarly, any contractor owned PC asset that connects to the Metro JIS network may be subject to any internet connectivity restrictions as may be deemed necessary to ensure network security integrity. Contractor is responsible for maintaining, storing, and protecting data for any system other than the above-referenced Juvenile Information Management System (JIMS), which is planned for purchase by Juvenile Court. Should Metro network accounts be required, then all of Metro's information security policies should be enforced, including the signing of the Acceptable Use Policy. See attached Acceptable Use Policy and link to Information Security Policies.

4. Contractor shall provide both computer hardware and software for management of information necessary to the operation of the detention center. Such software shall be compatible with Metro, JIS and state programs and systems. The information system of Contractor must be capable of providing information on juveniles and summary statistical information. Any network devices connected to the Metro network beyond the current provided computer terminals are subject to reimbursement to the court in the form of an invoice credit for the network service fee paid by the Court to Metro for every network connected device, or via direct billing to Contractor.

5. It is the responsibility of the Contractor to maintain computer assets necessary to efficient operations (as determined by Metro) in good working condition. Contractor must have available on-site staff IT resources to resolve contractor- owned computer hardware and software issues, or contract with a Metro-approved local company to provide on-site IT support to the Contractor. Juvenile Court and Metro JIS resources will provide support only to Metro-owned PC assets, and no computer support will be provided for non-Metro owned computers or network devices.

6. Contractor is obligated to support the transition from the current manual juvenile information record – keeping system and fully support the implementation and use of an automated Intake & Releasing / Detainee population management database system, whether such system is provided by the Contractor or provided to the Contractor by Metro.

7. Additional monthly Metro ITS charges will apply for any additional Metro network email accounts for Contractor personnel established beyond those currently existing and are subject to the same above-noted payment/reimbursement mechanism.

8. Contractor is responsible for the cost and maintenance of the Facility computers/electronics.

9. Metro is responsible for the cost and maintenance of Metro computers/electronics located at the Facility and is program related.

10. See attached schedule for minimum requirements for Facility Management Information Systems.

## ARTICLE III

### FACILITY OPERATIONS: FURNISHING, FIXTURES, EQUIPMENT

#### Section 3.1: Inventory

1. Within at least thirty (30) days following the effective date of this contract, Contractor shall conduct an inventory to document the Fixtures, Furnishing and Equipment (FF&E) and Information Technology (IT) items in place at the Facility.. Contractor shall maintain a system to inventory Metro and Contractor furnishings, fixtures, equipment, and any other property. An annual inventory of all property in the Facility is submitted to the Contract Monitor in a format determined by the Contractor and approved by the Court (See Schedule of Reports).

#### Section 3.2: Repair and Replacement

1. METRO shall deliver possession of the Facility to CONTRACTOR in good repair and condition with all systems in good working order, at METRO's expense, as specified in the Terms and Conditions of the Contract Purchase Agreement, specifically including those items listed in the attached Repair Schedule.

2. Subsequent to satisfying the initial repairs and replacements set forth in the Repair Schedule, Parties shall work in good faith to maintain the facility in good condition and to obtain all necessary repairs in a cost- effective manner. Metro is responsible and shall pay for the repair and replacement of the existing Metro furnishings, fixtures, and equipment (FF&E) that become necessary as a result of normal use, wear, and tear with the exception of program related furnishings, fixtures, or equipment. Program related furnishings fixtures, and equipment (FF&E) are defined as items that are unique to a program but not a typical office setting but must be enhanced to be effective for use in that program.

3. Upon request by Contractor, Metro may complete all such building maintenance, repair, or replacement of furnishings, fixtures, and equipment for which Contractor is responsible, and the costs (including labor, parts, and replacement) of which shall be deducted from Contractor's monthly compensation under the Juvenile Detention Facility Management Contract.

4. Contractor is not liable for the cost of:

- a) Repairs or replacements covered by a warranty made by a third party to Metro;
- b) Repairs or replacements not covered by a warranty, but necessary due to design error, omission, or improper construction of the facility;
- c) And, major repairs or replacements.

5. Metro will be solely responsible to pay for repair or maintenance due to normal usage, age, and wear to permanent building fixtures and equipment as necessary, such as, but not limited to, camera systems, cell door locks, walk-in freezer, refrigerator(s), even though such costs are not typical General Services expenses, with the exception of graffiti. Juvenile Court will act as liaison between Contractor and Metro to facilitate any such repair and maintenance requests.

**Section: 3.3: Major Repairs**

In the event the Contractor believes that major repairs or replacements are needed, Contractor shall initially provide the Contract Monitor with written documentation of the need and anticipated cost of the repair or replacement to the Contract Monitor. Contractor may proceed with the repair or replacement after providing written notice to Metro unless Metro notifies the Contractor in writing not to do so within ten (10) days of receiving the request. This cost shall be reimbursed by METRO, pursuant to above Item #5 in Section 3.2.

**Section 3.4: Renovations**

1. Contractor will not undertake any material renovations at the facility without written approval from the Juvenile Court Judge.

**Section 3.5: Damages Due to Negligence**

1. Contractor is responsible for the repair or replacement costs of any furnishings, fixtures, or equipment (e.g., plumbing, lighting, windows, and locks) damaged by juveniles, staff, visitors, or otherwise damaged as a result of negligence or improper management.

2. Allowing for normal wear and tear, the contractor is responsible for the cost of any damages to the facility and/or the Juvenile Justice Center building when there is a reasonably obvious connection between the actions of juvenile detainees and any damage to the facility requiring repair, maintenance, or replacement of damaged materials.

**Section 3.6: Preventative Maintenance**

1. Metro will provide preventative maintenance of the physical structure of the building and FF&E. Metro schedules tests of the emergency generator, sprinkler, fire alarm and HVAC systems and works with the Contractor to ensure routine Fire Marshall Inspections in accordance with local fire inspection requirements and as required for ACA Accreditation.

**Section 3.7: Maintenance Agreement and Schedules**

1. Contractor submits to Metro Juvenile Court a housekeeping plan for routine and periodic intensive cleaning and care of the Facility and contents within its monthly report. Contractor is responsible for daily cleaning, sanitation, and a schedule of deep cleaning in accordance with said plan. Contractor shall meet or exceed all ACA Accreditation sanitation inspections requirements.

2. Contractor shall comply with reasonable audit recommendations. Maintenance agreements are provided to the Court semi-annually (See Schedule of Reports).

3. Contractor shall be responsible for the maintenance/upkeep and protection of all real and personal property associated with or a part of the Facility.

**Section 3.8: Building Sanitation and Hygiene**

1. Contractor shall be responsible for providing sanitary and hygienic environment.

2. Contractor shall manage the Facility economically while maintaining a safe, secure, sanitary, respectful and positive environment for detained youth and Contractor personnel. Contractor shall handle day-to-day housekeeping, cleaning, maintenance, and sanitation responsibilities of the Facility.

3. Contractor must provide for the safe and sanitary conditions for youth. Youth must have access to working sinks, toilets, and showers at all times. Contractor must IMMEDIATELY or as soon as reasonably possible report any flooding event(s) to the Contract Monitor and/or Metro General Services. If reporting of these events are made by phone, contractor must follow up with written notice to the Contract Monitor.

4. Contractor shall provide a system for trash and garbage disposal. The Facility shall be kept clean and in good state of repair.

## **ARTICLE IV FACILITY OPERATIONS: SAFETY AND SECURITY**

### **Section 4.1: Central Control**

1. Central Control shall be staffed by a minimum of one (1) staff person at all times. During weekday business hours, from 8 AM to 5 PM, Central Control shall be staffed by Two (2) staff persons at all times. Staff identified for the operation of Central Control shall not be used in a count determining the staff to juvenile ratio. Access to Central Control shall be controlled and limited. Central Control shall monitor and be responsible for juvenile counts, key control, and coordination of the internal and perimeter security network. In general, it shall serve as the operations and communication center for the Facility. When an incident occurs that requires submission of an incident report, a supplemental report to the incident report shall be completed by the person manning master control at the time of the incident (see Sect. 1.5) indicating whether the incident was seen by them on camera and what they did or didn't see. Central Control shall report any problems with cameras or other safety/security concerns related to the physical building to the SAA and the Contract Monitor IMMEDIATELY or as soon as reasonably possible. Contractor is responsible for the housekeeping and preventative maintenance of Central Control and all electronics therein.

### **Section 4.2: Security and Control**

1. Contractor shall provide security and control of juveniles in compliance with the Standards. Contractor's Security and Control policies and procedures are approved by the Juvenile Court Judge or authorized designee. Except when specifically relieved of the responsibility in writing by the Juvenile Court Judge, the Contractor is responsible for the security of any juvenile in its custody, at all times and locations, including, but not limited to, when juveniles are away from the Facility at a medical/mental health clinic, and/or hospital.

### **Section 4.3: Safety and Emergency Procedures**

1. Contractor shall cooperate with the Juvenile Court, Emergency Medical Services (EMS), Metropolitan Nashville Police Department, Sheriff's Office, and the Office of Emergency Management (OEM) in managing unforeseen emergency, disaster, or any contingent juvenile relocation plans.

2 Within thirty (30) days of contract effective date, the Contractor shall develop and submit to the Juvenile Court Judge or authorized designee, minimally, the following written safety plans: escape, riot and disturbance control, fire prevention, including fire and safety inspections, fire evacuation drills, disaster preparedness plans to maintain the safety and security of juveniles, essential lighting, power and communications, emergency evacuation plans, procedure to report Juvenile and employee injuries, and provisions for testing equipment to maintain essential lighting, power, and communications. (Note: Metro will provide maintenance of fire alarm and smoke detection systems). All such procedures will comply with National Fire Protection Association life safety codes, the Metro Code, any request of the Metro Fire Marshal, and Juvenile Court policies designated by the Juvenile Court Judge.



#### Section 4.4: Juvenile Head Counts

1. Contractor shall implement a system to physically count juveniles, properly notify appropriate personnel, and confirm increases and decreases in the population on a shift-by-shift basis. Population counts shall be maintained in the shift reports. Contractor shall submit a daily census to the Court by 7:00 a.m. Contractor will perform a population count at the beginning of each shift. The daily count shall correctly identify whether a juvenile is currently occupying a cell on a detention pod or is being housed in the Intake unit or elsewhere in the facility. Contractor personnel shall check juveniles in and out of all housing moves (e.g., admissions, housing, education, medical, recreation, mealtime, releases). Further, such counts will readily identify juveniles as being in the jurisdiction of Davidson County, the jurisdiction of another county, being in state custody, or in booking at the time of the count. Juveniles in booking at the time of the count shall not be included in the official count but shall be readily identified.

#### Section 4.5: Weekly Inspections of Safety Equipment

1. Contractor personnel shall perform daily security devices and equipment inspections to ensure that all locks, door control devices/systems, communication devices/systems, video monitoring or surveillance equipment/systems, windows, and any other security devices or equipment are fully operational. Contractor personnel shall check emergency keys at least daily to make sure they function properly. Contractor personnel shall check communication devices/systems every shift. Contractor shall report any and all safety and security problems IMMEDIATELY, or as soon as reasonably possible to the Contract Monitor. Results of all inspections shall be submitted in writing to the Contract Monitor in monthly reports (See Schedule of Reports).

#### Section 4.6: Contraband

For purposes of this contract, contraband is defined as in T.C.A. § 39-16-201

**2021 Tennessee Code  
Title 39 - Criminal Offenses  
Chapter 16 - Offenses Against Administration  
of Government Part 2 - Contraband in Penal  
Institutions  
§ 39-16-201. Introduction or Possession of Weapons, Ammunition, Explosives, Intoxicants, Legend Drugs,  
or Controlled Substances or Controlled Substance Analogues Into Penal Institution**

**Universal Citation:** [TN Code § 39-16-201 \(2021\)](#)

- a. As used in this section, unless the context otherwise requires, "telecommunication device" means any type of instrument, device, machine, or equipment that is capable of transmitting telephonic, electronic, digital, cellular or radio communications, or any part of such instrument, device, machine or equipment that is capable of facilitating the transmission of telephonic, electronic, digital, cellular or radio communications. "Telecommunication device" shall include, but not be limited to, cellular phones, digital phones and modem equipment devices.
- b. It is unlawful for any person to:
  1. Knowingly and with unlawful intent take, send, or otherwise cause to be taken into any penal institution where prisoners are quartered or under custodial supervision:
    - A. Any weapon, ammunition, or explosive;
    - B. Any intoxicant, legend drug, controlled substance, or controlled substance analogue found in chapter 17, part 4 of this title; or
    - C. Any telecommunication device; or
  2. Knowingly and with unlawful intent possess any of the following materials while present in any penal institution where prisoners are quartered or under custodial supervision without the express written consent of the chief administrator of the institution:
    - A. Any weapon, ammunition, or explosive; or
    - B. Any intoxicant, legend drug, controlled substance, or controlled substance analogue found in chapter 17, part 4 of this title.
  3. A violation of subdivision (b)(1)(A) or (b)(2)(A) is a Class C felony.
  4. A violation of subdivision (b)(1)(B), (b)(1)(C), or (b)(2)(B) is a Class D felony

1. Contractor shall establish policies and practices for random room searches in compliance with the Standards. Room searches shall be exhaustive and conducted on a regular basis. Room searches are not to be used as a form of discipline or punishment. Contractor must establish policies and practices to search all staff and visitors before entering the Facility. Staff and visitors entering the Facility shall be searched electronically and/or by any other means as deemed necessary to prevent the introduction of contraband into the facility. All visitors to the Facility suspected of bringing alleged contraband into the Facility shall be reported. Staff bringing alleged contraband into the Facility shall be reported to the authorities as contributing to the delinquency of a minor and will be prosecuted accordingly. Contractor must take reasonable precautions to prevent youth from obtaining contraband from people outside the Facility (i.e., contraband thrown into the recreational area).
2. With the exception of a telecommunication device, MNPd must be called immediately upon contraband (as defined above) being found in the facility. Contraband materials shall not be touched without gloves and contraband shall be placed in a secure location away from any detainee. MNPd will be allowed to interview staff, search belongings of staff suspected of bringing contraband into the facility and be given access to videos and visitor logs as necessary to determine how contraband entered the facility.
3. Contractor staff shall not have their personal cell phone in any areas of the facility where detainees are physically present. Contractor staff shall not allow a juvenile detainee to use their personal or work mobile phone for any reason. Contractor staff shall not place calls or make online posts on behalf of a youth. This action shall be considered an inappropriate relationship with a youth, if so.
4. The discovery of any contraband in the facility shall be documented as an incident report including any supplemental reports from staff involved in any manner in the incident. (See Schedule of Reports).

#### **Section 4.7: Contributing to the Delinquency of a Minor**

1. Contractor staff are strictly prohibited from having inappropriate relationships with a detainee. Inappropriate relationships include ANY flirting on or off premises; any communication outside of when the staff member is working including, telephone calls, letters, unlocking locked doors for no legitimate business reason that results in a fight or assault, encouraging or inciting a fight, or bringing in contraband or hiding contraband during a search of the facility, etc. This includes any detainee even if they are over the age of eighteen (18).  
Should any conduct of this nature be alleged, contractor shall make a referral to DCS and call MNPd for a full investigation. The staff member accused shall not be allowed to work in areas where detainees are located until the investigation is complete and reports have been submitted to the contract monitor
2. Contractor shall establish policies to deter staff from contributing to the delinquency of a minor. Staff allowing or encouraging fighting or other delinquent behavior between youth shall be reported to the authorities as contributing to the delinquency of a minor and prosecuted accordingly. This is considered a serious incident (See Section 1.6).

## Section 4.8: Escapes

1. Escapes are considered Serious Incidents. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week of the event occurrence (See Schedule of Reports).
2. Contractor shall attempt at all times to use safe means to prevent escapes and attempted escapes to the Facility. Minimally, the Facility Director shall conduct quarterly escape response drills. The Facility Director shall monitor employees' compliance with all safety-related policies and procedures, including escape response plans. Means of escape prevention cannot endanger or cause harm to an escaped youth. Staff shall not attempt to apprehend an escaped youth. Staff shall immediately follow all notification procedures.
3. Contractor shall NOT attempt any hot pursuit to apprehend youth who have escaped from the Facility.
4. If an escape does occur, the Facility shall without delay IMMEDIATELY complete the following notifications:
  - a. Call 911,
  - b. Notify the Facility Director or designee in the absence of the Facility Director;
  - c. And, notify the Contract Monitor.
5. Staff shall IMMEDIATELY lock-down the Facility and juveniles.
6. Staff shall IMMEDIATELY secure the area where the escape occurred.
7. Staff shall IMMEDIATELY conduct a physical head count and picture verification of the juveniles to determine who escaped.
8. Staff shall maintain the normal security posture of the post and follow any and all staff responsibilities as mandated by policy.
9. Contractor may be required to reimburse Metro for the actual reasonable and necessary cost of returning escapees to the Facility upon receipt of documentation of such cost, and as determined by the Metro Legal Department.

## Section 4.9: Riots

1. For purposes of this section, Riots are defined as a turbulent or violent disturbance of the peace by a group of people acting together who are out of control, causing injury or endangering the physical safety of others and/or themselves, causing or threatening damage to property or injury to another or stopping the workflow of the facility.
2. Riots are considered Serious Incidents. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week within the event occurrence (See Schedule of Reports).

Contractor shall attempt at all times to prevent riots and threats of security to the Facility. Contractor shall exercise its best efforts to prevent riots. Minimally, Contractor shall conduct riot response plan drills with Contractor's personnel quarterly. Contractor shall monitor employees' compliance with all safety-related policies and procedures, including riot response plan.

3. If a riot does occur, the Facility shall without delay IMMEDIATELY complete the following notifications:
  - a. Call 911,
  - b. Notify the SAA or designee in the absence of the SAA;
  - c. And, notify the Contract Monitor.
4. The Facility shall IMMEDIATELY follow all subsequent notification procedural duties as mandated by policy.
5. Contractor shall IMMEDIATELY secure the area where the riot occurred.
6. Contractor shall IMMEDIATELY lock-down the Facility and juveniles.
7. Contractor shall IMMEDIATELY conduct a physical head count and picture verification of the juveniles.
8. Contractor shall IMMEDIATELY provide medical care services to juveniles harmed in a riot.
9. Contractor shall IMMEDIATELY provide medical care services to Contractor's personnel harmed in a riot.
10. Contractor shall maintain the normal security posture of the post and follow any and all staff responsibilities as mandated by policy.
11. Contractor may be required to reimburse Metro for the actual reasonable and necessary cost of fixing damages to FF&E occurred during the riot upon receipt of documentation of such cost, and as determined by the Metro Legal Department.

#### **Section 4.10: Disciplinary Procedures**

1. Discipline is used to address juvenile behavior consequence. Contractor shall develop all juvenile disciplinary policy and procedures in compliance with the Standards. Contractor shall integrate the disciplinary process into the "Behavioral Management" program. Included in the disciplinary process must be evidence of "step down" strategies and use of "time out" as an alternative intervention.
2. Should a detainee become dangerous to others or have multiple assaults to other detainees or staff members, if physical space is available in the facility to do so and safety may be maintained, Contractor shall start and house the detainee in a Behavioral Management Pod and offer services specifically designed for these issues such as ART – Aggression Reduction Therapy. Contractor shall put detainee back in general population when they believe it is safe to do so.
3. Should a detainee continually put other detainees and staff in danger and exhibit violent behaviors (and they have been in the Behavioral Management Pod), Contractor can file a "Motion to Enhance Security Measures for Detainee". Said Motion must include all incident and supplemental reports for each incident as an exhibit. The Motion shall be set in front of the Magistrate assigned to the case or the Juvenile Court Judge if the case is set for transfer. The motion shall also be sent to the District Attorney and the detainees attorney.
4. Isolation is not used as a form of discipline.
5. Contract Monitor receives copies of all disciplinary reports within twenty-four (24) hours (See Schedule of Reports).

**Section 4.11: Use of Force**

1. The use of physical force shall be limited to and in compliance with the Standards. The use of force policy shall be reviewed and approved by the Juvenile Court Judge and Metro Department of Law.

1. The use of physical force shall be limited to instances of self-protection, protection of the juveniles or others, prevention of property damage and prevention of escapes and riots. Under no circumstances shall physical force be used as discipline or punishment.

2. The use of physical forces will be documented as an incident or serious incident report, depending on the nature of the event. Minimally, whenever physical force is used, a written report shall be prepared, documenting the nature of the force, how much force, why and whether there were injuries to staff or juveniles and subsequent treatment thereof. All reports of use of physical force shall be IMMEDIATELY or as soon as reasonably possible submitted to the SAA and Contract Monitor; minimally within twenty-four (24) hours (See Schedule of Reports).

3. Contractor shall ensure that procedures are published governing the availability, control and use of security devices. Security devices shall be used only at the direction of the SAA or designee. A written report detailing all uses of security devices shall be prepared and submitted to the SAA and Contract Monitor within twenty-four (24) hours. All persons injured or suspected of injury in an incident (e.g. attempting to restrain and handcuff a juvenile) must receive an immediate medical examination and treatment.

4. The use or possession of gases or mace for control of juveniles in the Facility shall be prohibited except in emergency situations approved by the Juvenile Court Judge or on-call Judicial Officer. A system of receipt for and the temporary safe storage of such equipment brought on the Detention Center grounds are required. The use or possession of firearms within the Facility is specifically and strictly prohibited.

**ARTICLE V****FACILITY OPERATIONS: JUVENILE SERVICES****Section 5.1: Intake (Admission), Personal Property, and Release**

1. Contractor shall provide personnel, and other resources to complete the admission of a juvenile into detention, property management thereof, and release processes in compliance with the Standards.

2. Contractor shall take all necessary and reasonable steps to assure the accuracy of all juvenile records, particularly those records and data entry relating to the admission of youth, notification to parent(s)/legal guardian(s)/Department of Children's Services, and release of juveniles from the Facility.

3. Metro will provide the electronic equipment/fingerprinting device necessary for the booking process and provide necessary training in the use of the equipment and related Metro booking procedures. Contractor staff is required to use the provided equipment consistent with provided training and follow all related procedures and policies as established and provided by Metro. Contractor is responsible for maintaining a supply of manual method fingerprinting supplies for use in the event of temporary failure of the electronic fingerprinting device.

4. Contractor is required to follow procedures established by the Juvenile Court that may include an Assessment Tool to determine whether or not a juvenile is detained in secure care or released as non-detainable. Contractors shall provide the Metro Contract monitor with notification of new hires and training dates on how to complete the tool. The Contractor shall implement a process by which

a supervisor reviews the completed assessment tool and retains documentation of the tool. Metro Juvenile Court will monitor for ongoing compliance with the correct completion of the tool.

5. Contractor must maintain booking record data entry in an accurate manner as established in any Metro provided policies and procedures. Any printed and/or electronic copy training materials relevant to the booking procedures will be provided by Metro.

6. Contractor shall keep status offenders separate from juveniles charged with delinquent offenses at all times, from the booking process through release. Status offenders are juveniles who have only been charged with an offense applicable to juveniles that would not be a crime or violation if the person were an adult.

7. Contractor shall not refuse to take any juvenile that is assigned to the Facility by the Davidson County Juvenile Court Judge or Magistrate.

8. Contractor shall also account for personal property and money taken from a juvenile and issue a receipt to each juvenile for any and all items taken at any time. Contractor shall use a formal property process and provide property bags to properly secure said items until the juvenile's release or transfer from custody. Contractor shall return the juvenile's property at the time of release/transfer from custody.

9. The Court shall reserve the right to assume the intake function with a written notice no less than ninety (90) days in advance to the Contractor to facilitate transition.

#### **Section 5.2: Classification and Orientation**

1. Juveniles are assigned to the Facility by the Court or placed from other courts or agencies with the approval of the Juvenile Court Judge.

2. Juveniles may only be detained at the Facility pursuant to an order of the Davidson County Juvenile Court and/or pursuant to the Mandatory Guidelines for Detainment, and/or Detainment Assessment Tools established by the Davidson County Juvenile Court.

3. Contractor shall provide orientation for detained juveniles within twenty-four (24) hours of secure housing. This includes providing an orientation guidebook to the juveniles. The most recent version of this book shall be provided to the contract monitor.

#### **Section 5.3: Case Management**

1. Contractor shall provide case management services in compliance with the Standards. Minimally, case management services for the juvenile population will be provided on a daily basis during general working hours.

#### **Section 5.4: Behavior, Intervention, and Supports**

1. Contractor shall utilize Positive Behavioral Interventions and Supports ("PBIS") in all aspects of detention, including programs and services, throughout the life of the contract. Contractor shall ensure that all employees are trained in a traumatic stress response system to address the needs of juveniles who have experienced traumatic stress. Contractor must document juvenile behavior, including all disciplinary violations and incidents. A copy of the intervention program and curriculum shall be provided to the contract monitor within 30 days of the start of this contract.

**Section 5.5: Educational Services**

1. The Metropolitan Government of Nashville and Davidson County Public Schools provides the following educational services to the Facility: Evaluation and classification, academic and core curriculum, GED programs, special educational programs. The Contractor shall comply with the hours and all recommended educational services to juveniles.

**Section 5.6: Food Service**

1. Contractor shall provide meal services in compliance with the Standards. Fresh fruits and vegetables shall be included in meals to the extent practicable. Meals shall be nutritious, wholesome, palatable, and served at proper food temperatures. Juvenile meals shall be planned in accordance with the United States Department of Agriculture, National Research Council's recommended dietary allowance for male and female youth ages 12 – 18.

2. Contractor shall provide juvenile meals each day in accordance with the recommended dietary allowance (RDA) standards for nutrients and calories for adolescent detainees.

3. Contractor's registered dietician must approve the master cycle menu and special diet menus, and said menus should be specific to the Davidson County Juvenile Detention Center.

4. Contractor will provide meals and food service three (3) times per day, seven (7) days per week. The Contractor shall serve two hot meals and one cold meal daily, with no more than fourteen (14) hours between the breakfast and dinner meal. An evening snack will also be provided. Per ACA standards, the Contractor must take and document food temperatures for all meals prepared and served.

5. Contractor shall prepare medical special diet meals, ordered by a competent medical authority, and religious special diet meals consistent with the general population cycle menu. The Contractor shall provide liquid supplements, such as Ensure, as needed. Examples of special diets include:

- Pregnancy,
- Soft,
- Heart Healthy,
- Diabetic; and,
- Religious (including Kosher).

6. A juvenile shall begin receiving medical special diet meals no later than twenty-four (24) hours following the initial medical order for such diet.

7. Juvenile Court shall review and approve all master cycle menus. Provided basic nutritional goals are met, variations may be allowed based on weekend and holiday food demands. The kitchen must comply with Metro Public Health Department (MPHD) regulations.

**Section 5.7: Grievance Program**

1. Contractor shall provide juveniles a formal grievance procedure which meets or exceeds the Standards. The grievance program must be available to all juveniles and include at least one level of appeal. A commensurate "plan of action" in response to the grievance shall be established. The Contract monitor reviews all grievances and plans of action within twenty-four (24) hours of the event's occurrence.

**Section 5.8: Laundry and Clothing Services**

1. Contractor shall provide laundry and clothing services in compliance with the Standards. Contractor shall provide complete laundry services for juveniles detained in the Facility and shall furnish clean uniforms, undergarments, and other laundry items for detained juveniles. Juvenile uniforms shall be pre-approved by the Juvenile Court Judge and single-piece jumpsuits will not be approved as juvenile uniforms. Juvenile uniforms should include khaki or other similar - type pants, polo or other similar type shirts, and tennis shoes. Shirts shall be different colors for male and female detainees.

### **Section 5.9: Library**

1. Contractor shall maintain a general library in compliance with the Standards. To the extent possible, such library services shall serve as an enhancement to structured educational services. Library services shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

### **Section 5.10: Mail Service**

1. Contractor shall provide mail services in compliance with the Standards. Contractor will provide pick-up and delivery of juvenile mail. Contractor shall provide policy and procedures for the mailing of legal documents to courts or legal counsel and a reasonable amount of postage for other purposes, for all juveniles. Contractor will provide first class postage for all juveniles. Mail services shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor. All incoming and outgoing mail shall be copied and placed in the detainee's file.

### **Section 5.11: Medical/Dental Services**

1. Contractor shall provide medical and dental services in compliance with the Standard.

2. Unless the juvenile is in the custody of the Department of Children's Services or the juvenile has medical insurance coverage under TennCare or third-party private insurance, then Contractor will be responsible for the payment of all medical costs, including but not limited to:

- a) all care provided within the facility;
- b) all outside physician visits and other out-patient treatment, including dental, psychological, and/or psychiatric;
- c) all medically related transportation;
- d) all in-patient hospital costs, including hospitalization for psychiatric reasons.

3. The Privacy Rule from the Health Insurance Portability and Accountability Act of 1996 (HIPAA) contains requirements regarding the use and disclosure of protected health information. One of these requirements is to secure a written agreement from entities meeting the definition of "Business Associate." A "Business Associate" for Metro is defined as a company or person, outside of Metro's workforce, who on behalf of Metro provides a service or function that involves the use or disclosure of individually identifiable health information to perform the service or function. This is included as part of the Metro Information Security Agreement and will be included as part of the resulting contract as an exhibit.

4. Contractor shall provide an "on call" physician to perform all regular physicals for youth detained. Contractor shall notify the Court should there be a juvenile with any suspected communicable disease, and of any juvenile who is medically fragile.

5. Contractor to provide medical, dental and medication services in compliance with the Standards and shall include, but not be limited to:



a) Juvenile access to twenty-four (24) hour a day, seven (7) days a week emergency medical, psychiatric, and dental care provided by certified, licensed or registered health care professionals;

- b) At least sixteen (16) hours per day, (7) seven days a week on-site nursing care;
- c) Initial health care screening;
- d) Triaging of complaints seven (7) days a week;
- e) Sick call
- f) Maintenance of medical health records;
- g) Ancillary services (e.g., radiology, laboratory, etc.);
- h) Pharmaceutical services and supplies;
- i) Optometry services;
- j) Health education;
- k) Hospitalization services;
- l) Counseling programs including at a minimum anger management, substance abuse counseling, crisis counseling, and case management; and,
- m) Dental care

### **Section 5.12: Phone Services**

1. Contractor will provide reasonable telephone access to the juveniles in compliance with the Standards. Neither the Contractor nor Juvenile Court will benefit from monetary proceeds from said phone services. Provision shall be made to allow phone calls from the juvenile's approved contact list necessary to the well-being of the child without cost to the family or child.
2. Contractor shall immediately report, or as soon as reasonably possible, to the Contract Monitor when phones are not working. Phone service shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.
3. Every detainee shall get an identification number that they must input to use the phones. Should a detainee use another detainee's number an incident report shall be completed.

### **Section 5.13: Program Services**

1. Contractor shall provide Positive Youth Development program services in compliance with the Standards. Contractor shall provide the Contract Monitor a list of programming, activities, and providers in the monthly report (See Schedule of Reports). Programming shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

### **Section 5.14: Recreation/Services**

1. Contractor shall provide recreational opportunities and leisure time programs in compliance with or exceed the Standards. Recreation shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

### **Section 5.15: Religious Services**

1. Contractor shall ensure the availability of religious programs and services in compliance with the Standards. Religious services shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

**Section 5.16: Sanitation and Hygiene Toiletries and Bedlinens**

1. Contractor shall provide sanitary and hygienic toiletries and bedlinens in compliance with the Standards.
2. Contractor shall be responsible for providing each juvenile with clean bed linens (including pillowcases, sheets, and blankets) and towels.
3. Contractor shall ensure the issue of clean usable bed linens, towels, shoes, and clothing to all juveniles with provision for exchange or laundering.
4. Contractor shall provide each juvenile with the following articles for personal hygiene: soap, toothbrush, toothpaste, comb/brush, toilet paper, deodorant and all other necessary sanitary supplies.

**Section 5.17: Transportation Services**

1. Contractor shall provide transportation services, or shall contract with an approved third-party provider, in compliance with the Standards. Contractor is responsible to transport to and from the Facility for medical, dental, psychological, psychiatric or other health related or evaluation related purposes. In the event that external security is needed at a hospital or other Facility for a period of treatment or evaluation lasting up to eight hours, Contractor will provide such security at no additional cost to Metro.

**Section 5.18: Visitation**

1. Contractor shall provide visitation in compliance with the Standards.
2. Contractor shall provide daily and weekly visitation schedules and maintain proper staffing for said schedules. Contractor must provide "special" visitation schedules when parent(s)/guardian(s) cannot make themselves available during regular visitation schedules. Contractor shall provide accommodations for Attorney visitation in a private and confidential area. Visitation shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor. While Facility operations may impact how quickly a juvenile can be made available to a lawyer or lawyer's agent, legal visits generally take place any time of the day except night or during court or an emergency.

**Section 6.0 – Alternate locations and other contingencies**

1. In the event that the facility, which is part of the Juvenile Justice Center (JJC) at 100 Woodland Street, is required to be temporarily closed for necessary repairs or renovations to the JJC, or closed and temporarily relocated prior to moving into a new facility, the Contractor shall fully support the continued provision of all contracted services at alternate locations as provided or arranged by Metro to the extent possible, and any cost or staffing required to maintain the services shall be reimbursed.
2. During the contract period, should the State of TN. enact legislation pertaining to juvenile court jurisdiction that diverts a significant number of pre-trial detained youth from the juvenile detention facility to an adult detention facility, significantly lowering the number of youth housed in the juvenile facility over a 6 – month period, and with no reasonable likelihood of the number of detained youth again meeting a regular 48 bed daily occupancy, Juvenile Court shall meet and confer with Contractor to negotiate under terms mutually agreeable to the parties.

**Exhibit B - Rates****Pricing**

Description	Unit	Year 1 Per Diem Rate	Year 2	Year 3 *	Year 4 *	Year 5 *
Per Diem Rate <u>up to</u> 48 Youth Daily Occupancy	Per Day	\$ 429.76	\$ 443.51	\$ 457.70	\$ 472.35	\$ 487.47
Per Diem Rate <u>over</u> 48 Youth Daily Occupancy	Per Day	\$ 429.76	\$ 443.51	\$ 457.70	\$ 472.35	\$ 487.46

Per diem cost applies to youth held in the facility for 1 day or more (24+ hours).

No separate or additional cost for the processing of non-detainable youth temporarily held at the facility less than 24 hours pending release to parent or guardian.

Metro shall guarantee a minimum of 48 beds at the per diem rate stated above.

- 1 **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 **Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than -annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion and with thirty (30) day advanced notice, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 **Subcontracting/Outsourcing.**
  - 5.1 **Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent with thirty (30) day advanced notice if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
  - 5.2 **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 5.3 **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

- 6 **Additional Cyber Liability Insurance.** Contractor will carry an additional- two million (\$2,000,000) dollars of Cyber Liability insurance if they collect, store, and/or process any Metro Government Information that has not been specifically classified as public information by Metro.

## **SECTION A-2**

### **Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

## SECTION AST

### **Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information



4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

**4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;

**4.1.3** Education about password maintenance and security (including instructions not to share passwords);

**4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

**4.1.5** Education about workstation and portable device protection; and

**4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

**4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

**4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

**4.2.1** Instructions on how to identify Metro Government Information.

**4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

**4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

**4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

**4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

**4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

**5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV****Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

## SECTION BU

### **Information Backup, Contingency Planning and Risk Management**

#### **1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
  - 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
  - 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
  - 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
  - 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.
- 2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.
- 3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.
- 4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.
- 5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.
- 6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

## **SECTION CSP**

### **Cloud Service Providers**

#### **1 Certifications and Compliance.**

- 1.1. Upon Metro's request, Contractor will, on at least an annual basis, perform an audit using personnel other than those of the Facility, on internal and external Contractor procedures and systems that access or contain Metro Data.
- 1.2. Upon Metro's request, Contractor will provide Metro with a copy of the audit results.
- 1.3. Contractor agrees to comply with all applicable privacy laws.

#### **2 Data Security.** Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry- standard encryption software approved by Metro.

#### **3 Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

#### **4 Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.

#### **5 Personnel Access.** The Contractor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

#### **6 Asset Availability.**

- 6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.
- 6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

#### **7 Misuse of Metro Data and Metadata.**

- 7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure

that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

**8 Data Breach and Incident Reporting.**

8.1. If a cyber breach occurs, the Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.

8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.

8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within 24 hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

**9 Facility Inspections.** The Contractor agrees to have an independent third party, or other industry recognized firm which has been approved by Metro, or personnel other than employees of the facility, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

**10 Law Enforcement.**

10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.

10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

**11 Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

**12 Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

**13 Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

**14 Service Level Agreements.** The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

## SECTION DMH

### **Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information on or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
  
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
  
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

**SECTION ENC****Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

## SECTION IR

### **Incident Response**

**1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

**2 Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.



## **SECTION LOG**

### **Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
  - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

## **SECTION NET**

### **Network Security**

#### **1 Network Equipment Installation.**

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

#### **2 Network Bridging.** Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

#### **3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

#### **4 System / Information Access.**

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

## SECTION PAT

### **Patch Creation and Certification**

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

## SECTION PES

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## **SECTION VMGT**

### **Contractor Managed System Requirements**

#### **1 Vulnerability and Patch Management.**

- 1.1** For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2** If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3** Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4** Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5** Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6** Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

#### **2 System Hardening.**

- 2.1** Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2** In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3** Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4** For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5** For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

### **3 Authentication.**

- 3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5 Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 **Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 **User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 **Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 **Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

### **8 System / Information Access.**

- 8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

### **9 System Maintenance.**

- 9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

**SECTION BAA****HIPAA Business Associate Agreement**

This Agreement is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("**Metro**" or "**Covered entity**") and the Contractor ("**Business Associate**").

**SECTION 1 - DEFINITIONS**

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the Contractor.
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Metro**, which must fall under one of the following categories:
  - (1) A health plan.
  - (2) A health care clearinghouse.
  - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.
- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. § 3401(d).
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.
- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
  - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
  - (2) Includes, as set forth in 45 CFR § 160.103, any information, now also including genetic information, whether oral or recorded in any form or medium, that:
    - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
    - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- p. **Transaction.** "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

## SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or such disclosure is authorized by Metro.
- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that any subcontractor(s) will appropriately safeguard PHI.
- c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.
  - (i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
    - (1) The date of the Breach;
    - (2) The date of the discovery of the Breach;
    - (3) A description of the types of PHI that were involved;
    - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
    - (5) Any other details necessary to complete an assessment of the risk of harm to the Individual.



- (ii) Business Associate shall cooperate with Metro in investigating the security breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.
  - (iii) Business Associate agrees to pay actual costs for notification after a determination by Metro that the Breach is significant enough to warrant such measures.
  - (iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.
  - (v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.
- e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.
- j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.
- k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Information Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.
- m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with

the conduct of Standard Transactions for or on behalf of Metro that:

- (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
- (iii) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- (iv) Changes the meaning or intent of the Standard's Implementations Specification(s).

n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

### **SECTION 3 - OBLIGATIONS OF METRO**

a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### **SECTION 4 – TERM, TERMINATION AND RETURN OF PHI**

a. **Term.** The Term of this Agreement shall be effective when file in the office of the Metropolitan Clerk and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. The maximum length as outlined in the Master Contract Agreement or Purchase Order.

b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within fourteen (14) days. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.

#### **c. Obligations on Termination.**

(i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, 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 infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

#### **SECTION 5 - MISCELLANEOUS**

- a. Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.
- e. Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Business Associate may provide.
- f. Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER <b>Propel Insurance</b> 805 SW Broadway; Suite 2300 COM Middle Market Portland, OR 97205-3363	CONTACT NAME: <b>Bernadette Burns</b> PHONE (A/C, No, Ext): <b>800 499-0933</b> E-MAIL ADDRESS: <b>Bernadette.Burns@propelinsurance.com</b>	FAX (A/C, No): <b>866 577-1326</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Scottsdale Insurance Company</b> INSURER B : <b>Lloyds of London</b> INSURER C : <b>Richmond National Insurance Company</b> INSURER D : <b>Bridgeway Insurance Company</b> INSURER E : <b>Depositors Insurance Company</b> INSURER F : <b>Great American Alliance Insurance Co</b>	
INSURED <b>Rite of Passage Inc.</b> 2560 Business Parkway Ste A Minden, NV 89423		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded \$25,000 <input type="checkbox"/> Prof Ded \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS1586372	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 <b>Prof Liab \$1M/\$3M</b>
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBADP303978806	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			RN70326798	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	DED RETENTION \$			9HA7PX0002000800	07/01/2023	07/01/2024	\$3,000,000 \$3,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCF13728100 WCF13728300	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Sexual Misconduct			OPS1586372	7/1/2023	7/1/2024	\$1M Claim/\$2M Agg.
B	Excess SAM			B0572023	7/1/2023	7/1/2024	\$2M Claim / \$2M Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Cyber Liability-Trisura Specialty Insurance Company NAIC#16188 -8/29/2023- 7/1/2024 Policy #AT661029903 \$2M Limit**  
**RE: RFQ/Contract Number 6557735. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers. Additional insured status applies to general liability and automobile liability per the attached endorsements. Contract 6557735**

<b>CERTIFICATE HOLDER</b> Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville, TN 37201-0000	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Notice of Intent to Award**

Solicitation Number	344262	Award Date	12/12/2023   1:15 PM CST
Solicitation Title	Operation and Management of Juvenile Detention Center		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Sierra Washington	BAO Email	sierra.washington@nashville.gov

**Awarded Supplier(s)**

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	Rite of Passage, Inc.	Company Contact	Suzanne Smith	
Street Address	2560 Business Parkway, Ste. A			
City	Minden	State	NV	Zipcode 89423
Company Name		Company Contact		
Street Address				
City		State		Zipcode
Company Name		Company Contact		
Street Address				
City		State		Zipcode

**Certificate of Insurance**

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

**Equal Business Opportunity Program**

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable.  No, the EBO Program is not applicable.

**Monthly Reporting**

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable.  No, monthly reporting is not applicable.

**Public Information and Records Retention**

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

**Right to Protest**

Per MCL 4.36.010 – any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing agent. The protest shall be submitted in writing within (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

*MHL*  
 \_\_\_\_\_  
 Supervisor (Initial)  
*Michelle A. Hernandez Lane*  
 \_\_\_\_\_  
 Michelle A. Hernandez Lane  
 Purchasing Agent & Chief Procurement Officer

RFQ# 344262- Operation and Management of Juvenile Detention Center	
Evaluation Criteria	Rite of Passage, Inc.
<b>Round 1</b>	
Solicitation Acceptance	Yes
Contract Acceptance	Yes
ISA Questionnaire Completed and Terms Accepted	Yes
Qualifications and Experience (20 Points)	14
Approach and Operational Plan (35 Points)	20
Diversity Survey (10 Points)	6
Cost (35 Points)	35
<b>Round 1 Totals</b>	<b>75</b>
<b>Strength &amp; Weaknesses</b>	
<b>Rite of Passage, Inc.</b>	

### **Qualifications and Experience (25 Points)**

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

**Weaknesses:** Q#2 - The description of the length and nature of the firm's experience in the field of juvenile detention. Q#3 - Firm's demonstration of solvency. Q#5 - Firm's list of facilities they operate that are accredited by the American Correctional Association. Q#6 - Firm's list of correctional management contracts terminated. Q#7 - Firm's references that demonstrate their track record of quality service.

### **Approach and Operational Plan (40 Points)**

**Strengths:** Firm's response addressed everything we requested in the RFP except for the weaknesses noted below.

**Weaknesses** Q#7 - Firm's Staffing plan. Firm's description of the process for conducting pre-employment evaluations. Firm's plan that ensures and adequate "Relief Factor" for all critical posts and shows the manner in which the relief factor was derived. Q#8 - Firm's description of the Use of Force policy/procedure. Q#10 - Firm's description of the firm's Security, Control and Emergency Plan for the facility. Q#12 - Firm's description of the function of visitation. Q#21 - Firm's Strategy for Volunteer Utilization. Q#22 - Firm's understanding of the reporting requirements of Metro Ordinance 4.12.240. Q#23 - Firm's examples of required reports that required as part of the scope of services.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Operation and Management of Juvenile Detention Center.; RFQ# 344262			35	0	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Rite of Passage	\$219,915.36		35.00	0.00	35.00



## **Ferguson, Scott (Finance)**

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**From:** Washington, Sierra (Finance)  
**Sent:** Friday, December 8, 2023 12:06 PM  
**To:** Ferguson, Scott (Finance)  
**Cc:** Frye, Jeremy (Finance)  
**Subject:** 344262 Operation and Management of Juvenile Detention Center  
**Attachments:** 344262 Operation and Management of Juvenile Detention Center SBE.pdf; 344262 Operation and Management of Juvenile Detention Center GFE.pdf; 344262 Operation and Management of Juvenile Detention Center EBO.pdf; 344262 Operation and Management of Juvenile Detention Center DPE.pdf

Hi Scott,

Please accept this as my final assessment for the referenced RFQ#. The awardee did not meet the established EBO subcontracting goals, however, is compliant with the EBO program providing satisfactory GFE summary sheets and supporting documentation. This solicitation also had a 10-point Diversity Practice Evaluation where they received 6 points. This contract will require B2GNow monitoring. Please see attachments.

Thank you,

Sierra M. Washington  
Contract Compliance Officer  
Department of Finance -Office of Minority and Women Business Assistance (BAO)  
Metropolitan Government  
Nashville & Davidson County  
(p) [615.880.2783](tel:615.880.2783)



## Statement of M/WBE Utilization

Contract Purchase Agreement 6557735

Proposer's/Firm's Name: <b>Rite of Passage, Inc.</b>	Proposer's Phone #: <b>775-267-9411</b>
Solicitation Title: <b>Operation and Management of Juvenile Detention Center</b>	Proposer's Email Address: <b>rusty.alexander@rop.com</b>
Solicitation #: <b>344262</b>	Amount Self-performed : <b>7,403,395</b>
Proposer's/Firm's Ownership: <b>Non-M/WBE</b>	Total Bid Amount: <b>7,529,395</b>
<b>Proposed EBO Goal (%)</b> : <u>2</u> MBE% <u>2</u> WBE%	EBO Goal Met? (Y/N) <b>NO</b>

The following MWBE\* subcontractor(s)/supplier(s) will be utilized for the performance of this project:

				Certificate					
MBE/WBE Firm Name		MBE/WBE Firm Address		Type		Code #		Percent	
				(MBE or WBE)		UNSPS/NAICS		of Total Contract	
						Description of Work			
				* MBE/WBE Group Type *		MBE/WBE Dollars (\$)			
1	DevMar Products, LLC	1865 Air Lane Drive, Ste. 2, Nashville TN 37210	615-196-8884	MBE	1	44120000	Office Supplies	\$12,000	0.16%
2	DHE Computer Systems, LLC	7076 S Alton Way, Bldg C, Centennial CO 80112	303-290-6050	WBE	5	43210000	IT Equipment and supplies	\$42,000	0.56%
3	Dorel Specialties, Inc.	102 Woodmount Boulevard Ste 200 Nashville TN 37205	615-242-6655	MBE	1	339920	Student clothing and athletic goods	\$18,096	0.24%
4				Select	Select				
5				Select	Select				
6				Select	Select				
7				Select	Select				

*I am the duly authorized representative and certify the facts and representations contained in this form and supporting documents are true and correct.*

Authorized Representative (Printed Name/Title/Signature) <b>Rusty Alexander, Business Managing Director</b>	Date <b>09/05/2023</b>
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\*Note: MWBE is defined as business enterprise maintaining a significant business presence in the Program Area & performing a commercial useful function that is owned by one or more of the following: (1) African Americans (2) Native Americans, (3) Hispanic Americans, (4) Asian Americans, and (5) Women.

<b>For Internal Office Use ONLY</b>	
Has Prime Complied with EBO Goal? <b>NO</b>	If No, Good Faith Efforts Met? <b>YES</b>

**BAO Representative:** Sierra Washington      **Metro Buyer:** Scott Ferguson      **Project Manager:** Jim Swack      **Date:** 06/22/23

<b>Total MBE Subcontracting</b>	0.40 %	\$ 30096	
<b>Total WBE Subcontracting</b>	0.56 %	\$ 42000	
<b>Total MBE/WBE Participation:</b>	0.96 %	\$ 72096	

**BAO Notes:**

### BAO Small Business Assessment Sheet

<b>BAO Specialist:</b> Sierra Washington
<b>Contract Specialist:</b> Scott Ferguson
<b>Date:</b> 12/5/2023

<b>Department Name:</b> Juvenile Court
<b>RFP/ITB Number:</b> 344262

**Project Name:** Operation and Management of Juvenile Detention Center

Primary Contractor*	Prime Bid Amount	Total Proposed SBE/SDV (\$)	Acknowledged SBE/SDV Requirement	SBE/SDV Requirement (%)	Comments
Rite of Passage	\$ 7,403,395	\$ 24,096	Yes	1%	The prime is not a metro Approved SBE. Acknowledged 1% SBE/SDV requirement over life of the project, and consequences of misrepresentation. Prime proposed the utilization of the following SBE subcontractors: Inman Foodservices Group, LLC for restaurant equipment and supplies at 0.08% and Dorel Specialties, Inc for student clothkng at 0.24%.

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metropolitan government of nashville & davidson county



# Vendor Evaluation

for diversity, equity, and inclusion practices

Solicitation Number: 344262

Questions?

Project Title: Operation and Management of Juvenile Detention Center

Email [BAO@Nashville.gov](mailto:BAO@Nashville.gov)

Date: 09/05/2023

submit completed evaluation form to [BAO@Nashville.gov](mailto:BAO@Nashville.gov).

## Vendor Details

Vendor:

Contact Person:

Email:

Phone:

Address:

Other:

# Programatic Review

Do you have a specific program to promote the use of black and brown owned, women-owned, LGBT-owned, service disabled veteran-owned, or small businesses?



YES



NO

If NO, proceed to page 3. If yes, upload documentation in the form of a policy manual or similar document.

Do you have measurable goals for the utilization of these types of businesses on non-government projects?



YES



NO

If YES, please provide both the goal and actual achievement for your most recently completed fiscal year -->

Firm Type	Goal	Actual
Minority Owned	1%	0%
Woman Owned	1%	0%
LGBT Owned		
Service Disabled Veteran Owned		
Small Business		

Do you have an employee dedicated, in whole or in part, to the administration of this program?



YES



NO

If YES, please provide -->

Program	Staff
Name	William Wood
% of time spent on program	100%
Email/Phone	william.wood@rop.com/303-810-2911

# Mentorship

Do you participate in any government - sponsored mentorship programs assisting black and brown owned, women owned, LGBT owned, service disabled veteran owned, or small businesses?

YES  NO

If YES, please list them:

Government Sponsor	Business Mentored

Do you provide industry specific training to black and brown owned, women owned, LGBT owned, service disabled veteran owned, or small businesses?

YES  NO

If YES, please complete:

Number Trained	Hours Provided

Briefly, is there anything else about your diversity, equity, and inclusion practices that we should know?

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BELOW TO BE COMPLETED BY METRO STAFF

Total Score:

6

Initial:

S.W.

QUESTION	Score	Comment
1		
2		
3		
4		
5		

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

## SUMMARY SHEET

<b>THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL</b>		
<b>(Due with Bid Submission if Applicable)</b>		
<b>Project Name:</b> Operation and Management of Juvenile Detention Center	<b>Project Number:</b> 344262	
<b>Company Name:</b> Rite of Passage, Inc.	<b>Date Submitted:</b> 09/05/2023	<b>Total Contract Value:</b> \$7,529,395.00
<b>Address:</b> 2560 Business Pkwy, Suite A, Minden, NV 89423	<b>Federal Tax ID#</b> 88-0235002	
<b>Contact Person:</b> Rusty Alexander	<b>Email:</b>	<b>Phone #:</b> 775-392-2639
<b>GOOD FAITH EFFORTS SUMMARY SHEET</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
1.	<p><b>Solicitation and written notice to available and certified MWBEs:</b> Soliciting specific individual MWBEs whose availability as potential sources of goods or services can be reasonably ascertained. This measure includes sending letters or making other personal contacts with specific certified MWBEs including those that the Bidder has contracted with in the past as well as other MWBEs with which the Bidder may be unfamiliar, but whose identities can be ascertained from a directory of certified MWBEs maintained by the BAO.</p> <p>The written notices contain:</p> <ol style="list-style-type: none"> <li>I. Enough information about the plans, specs, and terms &amp; conditions of the solicitation;</li> <li>II. A contact person knowledgeable of the project documents available to answer questions about the condition of the contract;</li> <li>III. Information regarding the Bidder's bonding requirements;</li> <li>IV. The deadline for submission of price quotations.</li> </ol>	Pass

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone/Email	Type of Business	Type of Work/Service(s) Solicited	How Business was contacted (i.e. email, phone, letter, etc.?)	Response to Solicitation (i.e. will submit bid, no response, not interested)	Bid/Quote Amount	Company Selected (Write Yes or NO)
Turner's Janitorial Service	MBE	Janitorial	email	Will submit bid	\$45,000	Select
Imperial Cleaning Systems	MBE	Janitorial	email	Will submit bid	\$45,000	Select

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
2.	<b>Meetings:</b> Attended or held informational meetings to update potential subcontractors or vendors of subcontracting or supply opportunities.	Pass

**List all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name/Address/Contact Person/Phone Number/Email	Description of Meeting Notices for M/W/SDVEs	Date M/W/SDVE Attended, if applicable
Turner's Janitorial Service / actproperties1@netzero.com	Request for quote	08/23/2023
Imperial Cleaning Systems / robert@imperialcleaningsystems.com	Request for quote	08/23/2023
Dion Hicks / mr_d_hicks@yahoo.com	Request to join EOB	09/05/2023



## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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2.	<b>Meetings:</b> Attended or held informational meetings to update potential subcontractors or vendors of subcontracting or supply opportunities.	Pass

List all information requested below related to the above project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Phone Number/Email	Description of Meeting Notices for M/W/SDVEs	Date M/W/SDVE Attended, if applicable
Jan Mayer / jan.mayer@gmail.com	Request to join EOB	09/05/2023
Tisha Hayes / Tisha.Hayes@mtpsltc.com	Request to join EOB	09/05/2023
Jared Prentiss / office@prentisscac.cc	Request to join EOB	09/05/2023

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
2.	<b>Meetings:</b> Attended or held informational meetings to update potential subcontractors or vendors of subcontracting or supply opportunities.	Pass

List all information requested below related to the above project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Phone Number/Email	Description of Meeting Notices for M/W/SDVEs	Date M/W/SDVE Attended, if applicable
Shawna Clay / slclay81@gmail.com	Request to join EOB	09/05/2023
Lucy Gallamore / lucy@UNIVSCREEN.COM	Request to join EOB	09/05/2023

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

SUMMARY SHEET

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
3.	<b>Unbundling.</b> Divided the contract, in accordance with normal industry practice, into small, economically feasible segments that could be performed by MWBEs. Under no circumstances, however, shall a bidder segment work solely for the purpose of utilizing MWBEs as subcontractors where such segmentation is not in accordance with common and accepted industry practices relating to the utilization of other firms as subcontractors.	Fail

**What Scope of Project Was Divided?**

1. N/A	2.
3.	4.
5.	6.

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
4.	<b>Rejection:</b> Provided a written explanation for rejection of any potential subcontractor or vendor to the Bidder, including the name of the firm awarded the subcontract or supply agreement.	N/A

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

M/WBE Firm Name/Address/Contact Person/Phone Number/Email	Description of Proposed Work	Reason for Rejection
N/A		

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
5.	<b>Non-discrimination:</b> Providing a non-discriminatory work site. Maintaining a work environment free of harassment, intimidation and coercion at all construction sites, offices and other facilities at which the Bidder's employees are assigned to work. The Bidder shall specifically ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the Bidder's obligation to maintain a non-discriminatory work environment.	Pass

**For each training, list the type of training and date.**

Type of Training	Date of Training
Staff Pre-Service Diversity Training	

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
6.	<b>Community and Other Organizational Services Support:</b> Advertising in trade publications of general circulation in the Program Area. The advertisement shall identify and describe the specific subcontracting or other opportunity in reasonable detail.	N/A

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Publication Name	Date of Publication	Please provide copy.
N/A		

METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

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<b>Contact Person:</b> Kusty Alexander		<b>Email:</b>	<b>Phone #:</b> 775-392-2639

<b>GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST</b>		
<b>Number</b>	<b>Bidder Action(s)</b>	<b>BAO Only</b>
7.	<b>Assistance: Bonding/Lines of Credit/Insurance:</b> Providing reasonable assistance to a MWBE in need of equipment, supplies, bonding, letters of credit and/or insurance.	N/A

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

<b>Company Name/Address/Contact Person/Phone Number/Email</b>	<b>Type of Assistance</b>
N/A	

## METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

## M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

Number	Bidder Action(s)	BAO Only
8.	<p><b>Database Utilization</b>            Accessed all reasonable and available means to include, but not limited to the following examples:  <a href="https://www.nashville.gov/Finance/Procurement/Business-Assistance-Office/SMWBE-Lists-and-Forms.aspx">https://www.nashville.gov/Finance/Procurement/Business-Assistance-Office/SMWBE-Lists-and-Forms.aspx</a> or  <a href="https://nashville.diversitycompliance.com/">https://nashville.diversitycompliance.com/</a></p>	Pass

**For each MBE/WBE firm contacted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Database Accessed	Date of Access	Results
Nashville.diversitycompliance.com	06/22/23	Selection of potential bidders
Nashville.diversitycompliance.com	08/23/2023	Selection of potential bidders
Nashville.diversitycompliance.com	08/31/2023	Selection of potential bidders
Nashville.diversitycompliance.com	09/01/2023	Selection of potential bidders



METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY

M/WBE SUBCONTRACTORS GOOD FAITH EFFORTS

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**GOOD FAITH EFFORTS SUMMARY SHEET CHECKLIST**

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9.	<b>Mentor Protégé' Relationship/Technical Assistance:</b> Providing reasonable technical assistance to a MWBEs to ameliorate any deficiencies of technical knowledge or advance skill, where such assistance is undertaken by the Bidder to facilitate the MWBE's successful participation on a project or contract.	N/A

**For each MBE/WBE firm assisted, list the name(s) and all information requested below related to the above project. If additional space is required, this form may be duplicated.**

Company Name	Type of Assistance	If Mentor Protégé' Agreement Reached, Please Provide Copy.
N/A		

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature: \_\_\_\_\_ Print Name: Rusty Alexander Title: Business Managing Director

Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all proposed subcontractors, subconsultants, or suppliers regardless of their ownership status. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response.)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Federal Disadvantaged businesses

Table with 2 columns: Field Name and Value. Fields include: Your Firm's Name: Rite of Passage, Inc. - Davidson County Juvenile Detention Center; Solicitation Title: Operation and Management of Juvenile Detention Center; Solicitation Number: 344262; Date: 1/9/2024.

Main data table with columns: Subcontractor (Firm Name), Address, City, St, Zip, Contact Name, Email, Phone #, MBE, WBE, SBE, SDV, DBE, OTHER, Work to be Performed, Estimated Dollar Value, Estimated % of Total Contract. Includes rows for various subcontractors like Legacy Barber Lounge, Jan Mayer, MD, etc.

DRAFT

Contract Purchase Agreement 6557735,  
0

#6557735 ROP-Metro-rev1-3.13.2024

## Main document changes and comments

**Page 1: Formatted** Suzanne Smith 1/25/2024 7:50:00 PM

Footer distance from edge: 1"

**Page 1: Added** Suzanne Smith 1/25/2024 7:02:00 PM**Page 2: Added** Ferguson, Scott (Finance) 3/14/2024 12:49:00 PM

May

**Page 2: Deleted** Ferguson, Scott (Finance) 3/14/2024 12:43:00 PM

February

**Page 2: Added** Ferguson, Scott (Finance) 4/1/2024 1:05:00 PM

or the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office, whichever date last occurs

**Page 2: Added** Ferguson, Scott (Finance) 4/1/2024 1:20:00 PM**Page 2: Deleted** Ferguson, Scott (Finance) 4/1/2024 1:20:00 PM

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**Page 2: Formatted** Ferguson, Scott (Finance) 4/1/2024 1:20:00 PM

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**Page 2: Added** Ferguson, Scott (Finance) 4/1/2024 1:08:00 PM

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**Page 2: Commented [FS(1)]** Ferguson, Scott (Finance) 2/7/2024 1:20:00 PM

Per Jim Swack, these changes are acceptable.

**Page 2: Added** Suzanne Smith 1/25/2024 7:04:00 PM

for the initial term

**Page 2: Commented [SS2]** Suzanne Smith 1/25/2024 7:12:00 PM

The \$24M is for the first 3 years; 5 years would be additional based on the Exhibit B- Rates.

**Page 2: Added** Suzanne Smith 1/25/2024 7:04:00 PM

, including a bed guarantee,

**Page 2: Deleted** Suzanne Smith 1/25/2024 7:13:00 PM

but in any event shall make payment within 60 days

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Contract Purchase Agreement 6557735,

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**Page 2: Commented [AM(3)] Amos, Macy (Legal) 2/1/2024 8:54:00 AM**

This is for the department to weigh in on. Our standard is what is currently included.

**Page 2: Deleted Suzanne Smith 1/25/2024 7:42:00 PM**

satisfactory

**Page 2: Commented [AM(4)] Amos, Macy (Legal) 2/1/2024 8:55:00 AM**

This is acceptable.

**Page 2: Added Ferguson, Scott (Finance) 3/13/2024 7:39:00 AM**

unless the liquidated damages section of the scope of services apply

**Page 2: Commented [FS(5)] Ferguson, Scott (Finance) 3/13/2024 7:40:00 AM**

Jennifer Wade language added, "unless the liquidated damages section of the scope of services apply."

**Page 2: Commented [FS(6)] Ferguson, Scott (Finance) 2/7/2024 1:19:00 PM**

Per Jim Swack, these changes are acceptable

**Page 2: Added Ferguson, Scott (Finance) 4/1/2024 1:10:00 PM**

not

**Page 2: Deleted Suzanne Smith 1/25/2024 7:42:00 PM**

not

**Page 2: Added Ferguson, Scott (Finance) 4/1/2024 1:10:00 PM**

.

**Page 2: Deleted Ferguson, Scott (Finance) 4/1/2024 1:10:00 PM**

, pursuant to Exhibit B - Rates.

**Page 2: Added Suzanne Smith 1/25/2024 7:42:00 PM**

, pursuant to Exhibit B - Rates

**Page 3: Added Suzanne Smith 1/25/2024 7:43:00 PM**

material

**Page 3: Added Suzanne Smith 1/25/2024 7:13:00 PM**

with specific contract terms.

**Page 3: Deleted Suzanne Smith 1/25/2024 7:13:00 PM**

or the difficulty of discovery of the non-conformance

**Page 3: Commented [AM(7)] Amos, Macy (Legal) 2/1/2024 8:55:00 AM**

Ok with changes.

**Page 3: Deleted Suzanne Smith 1/25/2024 7:13:00 PM**

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Contract Purchase Agreement 6557735,

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**Page 3: Commented [FS(8)] Ferguson, Scott (Finance) 3/13/2024 7:42:00 AM**

Jennifer Wade comment - "This section needs to align with the scope and conditions of the liquidated damages section."

**Page 3: Added Suzanne Smith 1/25/2024 7:14:00 PM**

material

**Page 3: Added Suzanne Smith 1/25/2024 7:14:00 PM**

written notice and an opportunity to cure the performance or to commence the cure and pursue completion within a reasonable time

**Page 3: Deleted Suzanne Smith 1/25/2024 7:15:00 PM**

provide

**Page 3: Added Suzanne Smith 1/25/2024 7:15:00 PM**

the breach

**Page 3: Added Suzanne Smith 1/25/2024 7:16:00 PM**

may initiate a sixty (60) day written notice to terminate this Contract, pursuant to Section 5.3.

**Page 3: Deleted Suzanne Smith 1/25/2024 7:16:00 PM**

shall have the right to immediately terminate this Contract.

**Page 3: Commented [AM(9)] Amos, Macy (Legal) 2/1/2024 9:00:00 AM**

This is ok.

**Page 3: Deleted Suzanne Smith 1/25/2024 7:17:00 PM**

thirty

**Page 3: Added Suzanne Smith 1/25/2024 7:17:00 PM**

sixty

**Page 3: Added Suzanne Smith 1/25/2024 7:17:00 PM**

6

**Page 3: Deleted Suzanne Smith 1/25/2024 7:17:00 PM**

3

**Page 3: Commented [AM(10)] Amos, Macy (Legal) 2/1/2024 9:00:00 AM**

Revert to 30-- the remainder is ok.

**Page 3: Added Suzanne Smith 1/25/2024 7:17:00 PM**

enter into a transition period with the successor contractor to ensure continuity of services. METRO shall pay CONTRACTOR the amount due as specified in this Contract and corresponding Exhibits.

**Page 3: Added Ferguson, Scott (Finance) 3/13/2024 7:43:00 AM**

Contractor shall continue to perform until the 60<sup>th</sup> day, or as agreed upon by the parties.

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Contract Purchase Agreement 6557735,  
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Superscript

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cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

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Right: 0.15", Space Before: 4.95 pt, Line spacing: Multiple 0.97 li

**Page 4: Commented [SS11] Suzanne Smith 1/25/2024 7:20:00 PM**

ROP is relying on Metro to ensure physical plant/design is ADA compliant, but ROP will ensure all services and access are ADA compliant.

**Page 4: Commented [AM(12) Amos, Macy (Legal) 2/1/2024 9:01:00 AM**

The Department will need to ensure that the facility is ADA compliant.

**Page 4: Added Suzanne Smith 1/25/2024 7:20:00 PM**

METRO assures CONTRACTOR the Juvenile Detention Facility is ADA compliant based on the 2010 ADA Standards for Accessible design, enacted by law March 15, 2012, as has been adopted by METRO.

**Page 4: Deleted Suzanne Smith 1/25/2024 7:21:00 PM**

('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO

**Page 5: Commented [SS13] Suzanne Smith 1/25/2024 7:24:00 PM**

The \$2M is consistent with Exhibit C (ISA Terms/Conditions)

**Page 5: Commented [FS(14R13) Ferguson, Scott (Finance) 2/1/2024 10:24:00 AM**

Metro Legal Insurance approves (BC), pending Metro Information Security approval.

**Page 5: Commented [FS(15R13) Ferguson, Scott (Finance) 2/2/2024 9:58:00 AM**

Metro Information Security approval from John Griffey.

**Page 5: Deleted Suzanne Smith 1/25/2024 7:23:00 PM**

four

**Page 5: Added Suzanne Smith 1/25/2024 7:23:00 PM**

two

**Page 5: Added Suzanne Smith 1/25/2024 7:23:00 PM**

2

**Page 5: Deleted Suzanne Smith 1/25/2024 7:23:00 PM**

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**Page 5: Added Suzanne Smith 1/25/2024 7:25:00 PM**

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Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability

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**Page 5: Commented [SS16]** Suzanne Smith 1/25/2024 7:27:00 PM

Looks like there was a section missing from this version of the contract. I cut/pasted from the current contract to complete this section.

**Page 5: Commented [FS(17R16)]** Ferguson, Scott (Finance) 2/1/2024 10:25:00 AM

Metro Legal Insurance approves language (BC)

**Page 6: Added** Suzanne Smith 1/25/2024 7:28:00 PM

As applicable,

**Page 6: Commented [AM(18)]** Amos, Macy (Legal) 2/1/2024 9:01:00 AM

Ok.

**Page 7: Added** Suzanne Smith 1/25/2024 7:29:00 PM

As applicable,

**Page 7: Commented [AM(19)]** Amos, Macy (Legal) 2/1/2024 9:02:00 AM

Ok

**Page 8: Deleted** Suzanne Smith 1/25/2024 7:31:00 PM

any outstanding payments, overdue payments and/or

**Page 8: Commented [SS20]** Suzanne Smith 1/25/2024 7:36:00 PM

This would give Metro the right to retrieve ROP's outstanding payments/overdue payments.

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**Page 8: Added** Suzanne Smith 1/25/2024 7:36:00 PM

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Contract Purchase Agreement 6557735,  
0**Page 9: Added Suzanne Smith 1/25/2024 7:36:00 PM**

paid for by METRO

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paid for by METRO

**Page 9: Added Suzanne Smith 1/25/2024 7:37:00 PM**

non-privileged

**Page 9: Commented [AM(21) Amos, Macy (Legal) 2/1/2024 9:03:00 AM**

The added language is acceptable.

**Page 9: Commented [FS(22R21) Ferguson, Scott (Finance) 3/13/2024 7:51:00 AM**

Jennifer Wade deleted "paid for by Metro"

**Page 10: Added Suzanne Smith 1/25/2024 7:37:00 PM**

, while allowing for normal wear and tear

**Page 10: Added Suzanne Smith 1/25/2024 7:39:00 PM**

of CONTRACTOR's

**Page 10: Commented [AM(23) Amos, Macy (Legal) 2/1/2024 9:03:00 AM**

Ok with added language.

**Page 10: Added Suzanne Smith 1/25/2024 7:39:00 PM**

obligations pursuant to

**Page 10: Deleted Suzanne Smith 1/25/2024 7:39:00 PM**

of

**Page 12: Added Suzanne Smith 1/25/2024 7:40:00 PM**

Nothing in this previous sentence excludes METRO's liability under Tennessee Government Tort Liability Act.

A.

**Page 12: Commented [AM(24) Amos, Macy (Legal) 2/1/2024 9:04:00 AM**

Ok.

**Page 13: Added Suzanne Smith 1/25/2024 7:40:00 PM**

reasonable

A.

**Page 13: Added Suzanne Smith 1/25/2024 7:40:00 PM**

and paid

A.

**Page 13: Commented [AM(25) Amos, Macy (Legal) 2/1/2024 9:05:00 AM**

Ok.

**Page 13: Commented [AM(26) Amos, Macy (Legal) 2/1/2024 9:05:00 AM**

Ok with the added language.



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Contract Purchase Agreement 6557735,

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**Page 13: Added Suzanne Smith 1/25/2024 7:46:00 PM**

reasonable

**Page 13: Added Suzanne Smith 1/25/2024 7:46:00 PM**

and paid

**Page 13: Added Ferguson, Scott (Finance) 3/13/2024 7:46:00 AM**

as determined by the court or agreed upon by the parties.

**Page 13: Commented [FS(27) Ferguson, Scott (Finance) 3/13/2024 7:47:00 AM**

Jennifer Wade added language, "as determined by the court or agreed upon by the parties."

**Page 13: Deleted Ferguson, Scott (Finance) 4/1/2024 1:11:00 PM**

**Page 13: Added Ferguson, Scott (Finance) 3/13/2024 7:47:00 AM**

**Page 13: Added Ferguson, Scott (Finance) 4/1/2024 1:17:00 PM**

**Page 13: Added Ferguson, Scott (Finance) 4/1/2024 1:15:00 PM**

**Page 13: Added Ferguson, Scott (Finance) 4/1/2024 1:15:00 PM**

**Page 13: Added Ferguson, Scott (Finance) 4/1/2024 1:15:00 PM**

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**Page 13: Added Ferguson, Scott (Finance) 4/1/2024 1:17:00 PM**

**Page 13: Added Ferguson, Scott (Finance) 4/1/2024 1:16:00 PM**

**Page 13: Moved from page 13 (Move #1) Ferguson, Scott (Finance) 4/1/2024 1:17:00 PM**

Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

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Contract Purchase Agreement 6557735,

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**Page 13: Moved to page 13 (Move #1) Ferguson, Scott (Finance) 4/1/2024 1:17:00 PM**

Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**Page 14: Deleted Ferguson, Scott (Finance) 4/1/2024 1:19:00 PM**

Section Break (Next Page)

DRAFT Contract Purchase Agreement 6557735

Header and footer changes

**Page 1: Added** Suzanne Smith 1/25/2024 7:49:00 PM

Page 2 of 14

**Page 3: Added** Suzanne Smith 1/25/2024 7:51:00 PM

Page 2 of 14

**Page 7: Added** Suzanne Smith 1/25/2024 7:51:00 PM

Page 2 of 14

**Page 13: Added** Suzanne Smith 1/25/2024 7:53:00 PM

Page 2 of 14

Text Box changes  
Header and footer text box changes

**Page 13: Deleted** Suzanne Smith 1/25/2024 7:53:00 PM

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**Page 13: Formatted** Suzanne Smith 1/25/2024 7:52:00 PM

Space Before: 0.55 pt

Footnote changes  
Endnote changes

**Certificate Of Completion**

Envelope Id: ACCE5ED133354290AECE2C3425F86B46	Status: Sent
Subject: URGENT!!! Metro Contract 6557735 with Rite of Passage, Inc. (Juvenile Court)	
Source Envelope:	
Document Pages: 110	Signatures: 9
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
4/4/2024 12:07:24 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
Gary Clay		Sent: 4/4/2024 12:22:36 PM
Gary.Clay@nashville.gov		Viewed: 4/4/2024 1:24:53 PM
Asst. Purchasing Agent		Signed: 4/4/2024 1:25:01 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 170.190.198.185	


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jim Swack		Sent: 4/4/2024 1:25:06 PM
JimSwack@jishnashville.gov		Viewed: 4/5/2024 9:47:42 AM
Security Level: Email, Account Authentication (None)		Signed: 4/5/2024 9:49:28 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.108	



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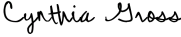
Amanda Brown		Sent: 4/5/2024 9:49:33 AM
amanda.brown@nashville.gov		Viewed: 4/5/2024 9:56:03 AM
Security Level: Email, Account Authentication (None)		Signed: 4/5/2024 9:56:49 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

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Rusty Alexander		Sent: 4/5/2024 9:56:55 AM
rusty.alexander@rop.com		Viewed: 4/5/2024 5:20:47 PM
Business Managing Director		Signed: 4/8/2024 2:59:46 PM
Rite of Passage, Inc.		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 71.92.177.82	

**Electronic Record and Signature Disclosure:**

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Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/8/2024 2:59:53 PM Viewed: 4/8/2024 7:47:56 PM Signed: 4/8/2024 7:48:19 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Judge Sheila D. J. Calloway SheilaCalloway@jnsnashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 99.120.167.83	Sent: 4/8/2024 7:48:23 PM Viewed: 4/8/2024 9:33:02 PM Signed: 4/8/2024 9:34:33 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/8/2024 9:33:02 PM ID: 0d1af655-485c-41d2-ae3e-25986ee0954b		
Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/8/2024 9:34:37 PM Viewed: 4/9/2024 6:16:56 AM Signed: 4/9/2024 6:17:09 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 4/9/2024 6:16:56 AM ID: 678849c2-ca2a-4730-a6e9-3168c38bd2a6		
Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/9/2024 6:17:14 AM Viewed: 4/9/2024 9:56:36 AM Signed: 4/9/2024 9:57:42 AM
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Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/9/2024 9:57:47 AM Viewed: 4/9/2024 9:58:56 AM Signed: 4/9/2024 9:59:05 AM
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Signer Events	Signature	Timestamp
Cynthia Gross Cynthia.Gross@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/9/2024 9:59:14 AM Viewed: 4/9/2024 10:20:03 AM Signed: 4/9/2024 10:36:48 AM

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Procurement Resource Group  
 prg@nashville.gov  
 Metropolitan Government of Nashville and Davidson County  
 Security Level: Email, Account Authentication (None)

Sent: 4/9/2024 10:36:57 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Scott Ferguson  
 Scott.Ferguson@nashville.gov  
 Procurement Officer III  
 Metro Nashville Government  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/4/2024 12:22:36 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sally Palmer  
 sally.palmer@nashville.gov  
 Security Level: Email, Account Authentication (None)

COPIED

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 Viewed: 4/9/2024 10:38:43 AM

**Electronic Record and Signature Disclosure:**  
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Cynthia Gross  
 Cynthia.Gross@nashville.gov  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/9/2024 10:36:56 AM

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Sierra Washington  
 sierra.Washington@nashville.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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ID: 1f3ff84b-54d7-43da-bf7e-0c2a09b2b864

L'tannia Williams

L'tanniaWilliams@jnsnashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdcb0adb

Austin Kyle

publicrecords@nashville.gov

Security Level: Email, Account Authentication  
(None)

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ID: 4e99f292-f578-4d68-bdde-bdb9243150d0

Terri Ray

terri.ray@nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Zak Kelley

Zak.Kelley@Nashville.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/4/2024 12:22:36 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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