

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Inmate Phone, Communication Systems and Related Services  
 Amendment Summary: Amend first paragraph of Clause 1.1 Heading to reflect name change, Amend clause 3.1 Contract Term to May 1, 2025, Insert Boycott of Israel clause as 8.28, Insert Private Number Designation as clause 8.29, Insert Compliance with FCC Regulation Clause as 8.30 and amend Contractor information with Notices and Designation of Agent of Service for Process.  
 Contract Number: 6461966 Amendment Number: 2 Request Number: A2025025  
 Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes  
**High Risk Contract** (Per Finance Department Contract Risk Management Policy): Yes  
**Sexual Harassment Training Required** (per BL2018-1281): Yes  
 Contract Start Date: 11/20/2019 Contract Expiration Date: 05/01/2025 Contract Term: 67 Months  
 Previous Estimated Contract Life Value: N/A  
 Amendment Value: \$0 Fund: No Cost/No Revenue\*  
 New Estimated Contract Life Value: N/A BU: No Cost/No Revenue\*  
 (\* 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: John Stewart BAO Staff: Jeremy Frye  
 Procuring Department: Sheriff Department(s) Served: Sheriff

## Prime Contractor Information

Prime Contracting Firm: Securus Technologies, LLC ISN#: 17566  
 Address: 5360 Legacy Drive, Suite 300 City: Plano State: TX Zip: 75024  
 Prime Contractor is a Uncertified/Unapproved: SBE  SDV  MBE  WBE  LGBTBE  (select/check if applicable)  
 Prime Company Contact: Paul Cappiello Email Address: paul.cappiello@securustechnologies.com Phone #: 214-995-5027  
**Prime Contractor Signatory:** Paul Cappiello **Email Address:** paul.cappiello@securustechnologies.com

## Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:* N/A  
 Amount: N/A Percent, if applicable: N/A  
*Metro's Diversity Business Enterprise (DBE):*  
 SMWSDVBs Participation Amount: N/A Percent, if applicable: 15%  
Based off charges to inmates and/or family of inmates  
*Federal Disadvantaged Business Enterprise:* No  
 Amount: N/A Percent, if applicable: N/A  
 Note: Amounts and/or percentages are not exclusive.  
 B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 6461966  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND SECURUS TECHNOLOGIES, INC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and SECURUS TECHNOLOGIES, LLC located in PLANO, TX.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated NOVEMBER 20, 2019, Metro Contract numbered 6461966, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend the first paragraph of Section 1.1 Heading to reflect the name change from Securus Technologies, Inc. to Securus Technologies, LLC. The amended paragraph shall read as follows:

"This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County ("METRO") and Securus Technologies, LLC ("CONTRACTOR") located at 5360 Legacy Drive, Suite 300, Plano, TX 75024 USA"

2. Amend clause 3.1 Contract term to extend to May 1, 2025. Amended clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end on May 1, 2025. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent."

3. Insert Boycott of Israel clause as 8.28. Inserted clause shall read as follows:

"Boycott of Israel

"The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees."

4. Insert Private Number Designation Clause as 8.29. Inserted clause shall read as follows:

"



**“Private Number Designation**

Contractor will continue to provide the Metropolitan Government with the ability to designate certain numbers (for example, attorney or clergy numbers) as “Private” within Contractor’s Secure Call Platform. Calls to numbers designated as Private will not be recorded by Contractor. Although Contractor will maintain the Metropolitan Government Private list within Contractor’s Secure Call Platform, the Metropolitan Government acknowledge and agree that it will have the sole discretion, authority, and responsibility for designating numbers as Private, and that the Contractor have no discretion, authority, or responsibility for making such designations, unless done so at the Metropolitan Government’s instruction. Further, to the fullest extent allowed by applicable Tennessee law, the Metropolitan Government and/or its employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney’s fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by the Metropolitan Government as Private.”

5. Insert Compliance with FCC Regulation Clause as 8.30. Inserted Clause shall read as follows:

**“Compliance with FCC Regulation**

In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the “2024 FCC Order”). The parties acknowledge that the 2024 Order’s requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. The parties agree that, if and when the 2024 Order goes into effect in whole or part, the terms of this Agreement will be modified by amendment executed by both parties to comply with the 2024 FCC Order.”

6. Amend Contractor information within Notices and Designation of Agent for Service for Process to read:

“Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Securus Technologies, LLC  
Attention: General Counsel  
Address: 5360 Legacy Drive, Suite 300, Plano, TX 75034  
Telephone: 972-277-0335

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: C T Corporation System  
Attention: C T Corporation System  
Address: 300 Montvue Road, Knoxville, TN 37919-5546”



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6461966

Amendment Number 2

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

**APPROVED AS TO PROJECT SCOPE:**

Daron Hall/JNH PL  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Dennis Rowland JLR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumbo/mal kt  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Lexie Ward B  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

**ATTESTED:**

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

**CONTRACTOR**

Aventiv Technologies

\_\_\_\_\_  
Company Name

Kevin Elder  
\_\_\_\_\_  
Signature of Company's Contracting Officer

Kevin Elder  
\_\_\_\_\_  
Officer's Name

President  
\_\_\_\_\_  
Officer's Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/30/2024

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 200 Clayton Street, Suite 800 Denver CO 80206 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Securus Technologies, LLC 5360 Legacy Drive Building 1 Suite 300 Plano TX 75024 USA	<b>INSURER A:</b> Lloyd's Syndicate No. 2623      AA1128623	
	<b>INSURER B:</b> Valley Forge Insurance Co      20508	
	<b>INSURER C:</b> National Fire Ins. Co. of Hartford      20478	
	<b>INSURER D:</b> The Continental Insurance Company      35289	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570108644595      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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7094249270	09/30/2024	09/30/2025	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$15,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000
C	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7094249267	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			7094249253	09/30/2024	09/30/2025	EACH OCCURRENCE      \$10,000,000 AGGREGATE      \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7094249284	09/30/2024	09/30/2025	<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	<b>Cyber Liability</b>			W1C7D5230801 Cyber/Errors & Omissions	11/29/2023	03/31/2025	Aggregate      \$5,000,000

Certificate No : 570108644595

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: RFQ # 1120657. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. Cyber Liability is included in the E&O-technology coverage evidenced above.

<b>CERTIFICATE HOLDER</b>  Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse Nashville TN 37201 USA	<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.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>
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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2025025  
Date Received: Sept. 18, 2024

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Inmate Phone, Communication Systems and Related Services Contract Number: 6461966  
Amendment Number: 2

Requesting Department: Sheriff Requesting Departmental Contact (Name & #): Kristie Bratcher 615-862-8222

Contractor's Business Name: Securus Technologies Name of Contract Signatory: Paul Cappoello  
Contract Signatory Email Address: paul.cappiello@securustechnologies.com  
Address: 4000 International Parkway City: Carrollton ST: TX Zip: 75007

**Revision Accomplishes: Check all that apply**

<input checked="" type="checkbox"/> Term Extension	New End Date: <u>_05/01/2025</u>	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 30124910 Fund #: 10101 Any Other Accounting Info: \_\_\_\_\_

**Procurement will route in DocuSign for signatures below**

Department Requester KB

*Johnathan*  
Requesting Department Director's Signature of Approval

9/19/2024 | 6:38 AM CDT  
Date



### Amendment Request Signature Form

<b>Amendment Number</b>	A2025025
<b>Date Received</b>	Sept. 18, 2024

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland*

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**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

9/20/2024 | 8:13 AM CDT

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Date Signed





### Amendment Request Review

<b>Reviewed By:</b>	Terri Ray	<b>Department:</b>	Sheriff
<b>Contract #:</b>	6461966	<b>Unique ID No.:</b>	A2025025
<b>Contractor Name:</b>	Securus Technologies	<b>Contract Description:</b>	Inmate Phone, Communication Systems and Related Services
<b>Amendment No.:</b>	2	<b>Amendment Amount:</b>	\$0.00
<b>Recommendation:</b>	<b>Approve</b>		

**Review:**

Procurement provided expiring contract notifications to the department on the following dates:

- 11/29/2023
- 02/29/2024
- 05/17/2024
- 08/28/2024

Original request to amend was submitted by the department on 08/30/2024.

The RFQ Required Requisition was received by Procurement on 9/4/2024 and was assigned to Procurement Officer on 9/9/2024.

Amendment 2 for Contract 6461966 to extend the contract term to allow for new procurement process to be finalized.

- Request aligns with scope of contract.
- Request extends the term to 05/01/2025 since contract currently expires on 11/18/2024.
- No impact to the contract value as a result of this amendment.
- Amendment should add Israel of Boycott clause, if not included in the contract.

Based on the above, amendment is recommended for approval.

# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Inmate Phone, Communication Systems and Related Services

Amendment Summary: Amend the Scope of Work to allow Contractor to provide comprehensive video visitation monitoring services, Remove and replace Exhibit A-Pricing to reflect modified pricing.

Contract Number: 6461966 Amendment Number: 1 Request Number: A2024047

Type of Contract: IDIQ Contract **Requires Council Legislation:** No

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

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

Contract Start Date: 11/20/2019 Contract Expiration Date: 11/19/2024 Contract Term: 60 Months

Previous Estimated Contract Life Value: N/A

Amendment Value: \$0

Fund: No Cost/No Revenue\*

New Estimated Contract Life Value: N/A

BU: No Cost/No Revenue\*

\* ( 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: John Stewart BAO Staff: Jeremy Frye

Procuring Department: Sheriff Department(s) Served: Sheriff

## Prime Contractor Information

Prime Contracting Firm: Securus Technologies, Inc ISN#: 17566

Address: 4000 International Parkway City: Carrollton State: TX Zip: 75007

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

Prime Company Contact: Paul Cappiello Email Address: paul.cappiello@securustechnologies.com Phone #: 214-995-5027

Prime Contractor Signatory: Paul Cappiello Email Address: paul.cappiello@securustechnologies.com

## Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A Percent, if applicable: N/A

Metro's Diversity Business Enterprise (DBE): SMWSDVBs Participation

Amount: N/A Percent, if applicable: 15%

Based off charges to inmates and/or family of inmates

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6461966  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND SECURUS TECHNOLOGIES, INC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and SECURUS TECHNOLOGIES, INC located in CARROLLTON, TX.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated NOVEMBER 20, 2019, Metro Contract numbered 6461966, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment modifies the scope of work to allow Contractor to provide comprehensive video visitation monitoring services, including live monitoring, daily reporting and technical support. The following changes are made to the contract:

1. Remove and replace Exhibit A-Pricing to reflect modified pricing from the scope modification.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6461966

Amendment Number 1

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

**APPROVED AS TO PROJECT SCOPE:**

Daron Hall PL  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle R. Hernandez Lane JLR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Crumboltz KH  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Phylinda Ramsey LBZ  
Metropolitan Attorney Insurance

Freddie O'Connell KW  
Metropolitan Mayor COO

**ATTESTED:**

Austin Kyle 1/11/2024  
Metropolitan Clerk Date

**CONTRACTOR**

Aventiv Technologies  
Company Name

Alex Yeo  
Signature of Company's Contracting Officer

Alex Yeo  
Officer's Name

Chief Revenue and Product Officer  
Officer's Title

**EXHIBIT A - PRICING**

<b>Item No.</b>	<b>Description</b>	<b>Unit/Per</b>	<b>Unit Price</b>
* 1	Collect Interstate Calls	Minute	\$0.14
* 2	Debit or Prepaid Interstate Calls	Minute	\$0.14
* 3	Collect, Debit, or Prepaid Intrastate Calls	Minute	\$0.07
4	Video Visitation calls and Monitoring	Session	\$5.00 plus tax
5	Games Subscription cost	Day	\$0.16
6	Music Subscription cost	Day	\$0.16
7	Books Subscription cost	Day	\$0.16
8	<del>Emessage without photo attachment**</del>	<del>Message</del>	<del>\$0.25</del>
9	Emessage with photo attachment	Message	\$0.25
10	Photo only	Per Photo	\$0.25
11	Cash Deposit into Inmate Account (Lobby Kiosk)	Transaction	\$4.00
12	Credit Deposit into Inmate Account (Lobby Kiosk)	Transaction	\$4.00
13	Deposit into Inmate Account (Telephone)	Transaction	\$3.00
14	Deposit into Inmate Account (Web-Based)	Transaction	\$3.00
15	Automated payment for credit card, debit card, and bill processing fees	Transaction	\$4.00
16	Live Operator Usage	Event	\$3.00
17	Paper Bill/Statement	Statement	\$0.00
*Unit Prices for these items are locked by DCSO			
** Services are no longer available as of December 1, 2023.			

Third-party money transmitter (e.g., MoneyGram, Western Union, credit card, processing, or transfers from third-party commissary accounts)— the exact fee from the third party provider passed through to the customer with no markup.

Contractor shall not charge per call, per connection, or flat-rate calling fees for intrastate, interstate, or international calls.

The rates charged are exclusive of taxes, and other amounts collected by Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

Metro does not guarantee any minimum or maximum amount of any item shown herein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/27/2023

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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, suite 1000 Denver CO 80202 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Securus Technologies, LLC 4000 International Parkway Carrollton TX 75007 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Lloyd's Syndicate No. 2623		AA1128623
	INSURER B: Hartford Casualty Insurance Co		29424
	INSURER C: Hartford Fire Insurance Co.		19682
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570101806479**      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			34UUNAC2340	09/30/2023	09/30/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			34 UEN AC2551	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED X RETENTION \$10,000			34XHUAC1904	09/30/2023	09/30/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WEAT9RUF	09/30/2023	09/30/2024	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Cyber Liability			w1C7D5220701 Cyber/Errors & Omissions	11/29/2022	11/29/2023	Aggregate \$5,000,000

Certificate No : 570101806479

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: RFQ # 1120657. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. Cyber Liability is included in the E&O-Technology coverage evidenced above.

**CERTIFICATE HOLDER**

Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse Nashville TN 37201 USA

**CANCELLATION**

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  
*Aon Risk Insurance Services West Inc*

000000 03 03 006990 02:1551 P

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
DEPARTMENT OF FINANCE – PROCUREMENT  
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: A2024047

Date Received: Oct. 23, 2023

**Send an email to [PRG@nashville.gov](mailto:PRG@nashville.gov) and attach completed amendment form and supporting documentation.**

Contract Title: Inmate Phone Comm System    Contract Number: 6461966    Amendment Number: 1  
 Requesting Department: Sheriff    Requesting Departmental Contact (Name & Number): John Hudson 615-862-8956

Contractor's Business Name: Securus Technologies    Name of Contract Signatory: Paul Cappiello  
 Contract Signatory Email Address: paul.cappiello@securustechnologies.com  
 Address: 400 International Drive    City: Carrollton    ST: TX    Zip: 75007

**Revision Accomplishes: Check all that apply**

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input checked="" type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input type="checkbox"/> Other (Describe)		Include applicable documentation

**ACCOUNTING INFORMATION:**

BU Number: 30124910    Fund #: 10101    Any Other Accounting Info: \_\_\_\_\_

**Procurement will route in DocuSign for signatures below**

Department Requester CJA

Daron Hall  
 Requesting Department Director's Signature of Approval

10/26/2023 | 8:13 AM CDT  
 Date

CA #: A2024047

Date Received: Oct. 23, 2023

**To be completed by the Procurement Division**

**Contract Amendment is Approved (Additional Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )

**Contract Amendment is Denied for** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASING AGENT:** Michelle R. Hernandez Lane **Date:** 10/27/2023 | 5:34 PM



### Certificate Of Completion

Envelope Id: E39FDA50397F4444AB85B7444B4C197D	Status: Completed
Subject: Metro Contract 6461966 Amendment 1 with Securus Technologies, Inc (Sheriff)	
Source Envelope:	
Document Pages: 7	Signatures: 7
Certificate Pages: 18	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld 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
12/12/2023 4:31:42 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
Terri L. Ray		Sent: 12/12/2023 4:38:19 PM
Terri.Ray@nashville.gov		Viewed: 12/12/2023 4:46:16 PM
Finance Manager		Signed: 12/12/2023 4:46:23 PM
Metropolitan Government of Nashville and Davidson County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.190	

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

Pete Lutz		Sent: 12/12/2023 4:46:25 PM
pete.lutz@nashvillesherriff.gov		Viewed: 12/13/2023 10:22:28 AM
Security Level: Email, Account Authentication (None)		Signed: 12/13/2023 10:23:00 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.98	

**Electronic Record and Signature Disclosure:**  
Accepted: 12/13/2023 10:22:28 AM  
ID: bb666d04-2671-4757-a884-b01aa32e6bae

Ken Hartlage		Sent: 12/13/2023 10:23:04 AM
kenneth.hartlage@nashville.gov		Resent: 12/19/2023 8:02:22 AM
Security Level: Email, Account Authentication (None)		Viewed: 12/19/2023 9:57:59 AM
		Signed: 12/19/2023 9:58:09 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 12/19/2023 9:57:59 AM  
ID: 72be51a1-5b56-4ccf-9f48-73bb88f0ef4a

Alex Yeo		Sent: 12/19/2023 9:58:11 AM
alex.yeo@aventiv.com		Resent: 12/19/2023 2:31:49 PM
Chief Revenue and Product Officer		Viewed: 12/21/2023 1:09:42 PM
Aventiv Technologies		Signed: 12/27/2023 3:29:03 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 68.40.187.234	

**Electronic Record and Signature Disclosure:**

**Signer Events****Signature****Timestamp**

Accepted: 12/21/2023 1:09:42 PM  
ID: b4ddd3bf-3c61-4efb-a380-aa7f76b95123

Michelle A. Hernandez Lane  
michelle.lane@nashville.gov  
Chief Procurement Officer/Purchasing Agent  
Metro  
Security Level: Email, Account Authentication  
(None)

*Michelle A. Hernandez Lane*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.190

Sent: 12/27/2023 3:29:07 PM  
Viewed: 12/27/2023 3:52:59 PM  
Signed: 12/27/2023 3:53:51 PM

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

Daron Hall  
daron.hall@nashvillesheriff.gov  
Security Level: Email, Account Authentication  
(None)

*Daron Hall*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.98

Sent: 12/27/2023 3:53:56 PM  
Viewed: 12/29/2023 9:09:50 AM  
Signed: 12/29/2023 9:10:04 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/29/2023 9:09:50 AM  
ID: b6592ad0-138b-4867-b81d-337e4429da09

Kevin Crumbo/tlo  
talia.lomaxodneal@nashville.gov  
Dep Dir of Finance  
Security Level: Email, Account Authentication  
(None)

*Kevin Crumbo/tlo*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 12/29/2023 9:10:09 AM  
Viewed: 12/29/2023 9:12:15 AM  
Signed: 12/29/2023 9:12:26 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/29/2023 9:12:15 AM  
ID: 78dacad51-050d-4a60-b8c0-b59dc2725c2d

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

**Completed**

Using IP Address: 170.190.198.100

Sent: 12/29/2023 9:12:29 AM  
Viewed: 1/1/2024 8:09:06 AM  
Signed: 1/2/2024 8:01:40 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/2/2024 8:01:07 AM  
ID: 2f664756-1251-435a-aea7-fc4f8e894281

Lora Fox  
lora.fox@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*LBF*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

Sent: 1/2/2024 8:01:45 AM  
Resent: 1/2/2024 8:09:06 AM  
Resent: 1/3/2024 8:34:20 AM  
Viewed: 1/3/2024 8:40:50 AM  
Signed: 1/3/2024 8:41:37 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/3/2024 8:40:50 AM  
ID: 0de773e4-cfbc-4d2a-9997-2fd27f1fd798

Phylinda Ramsey  
phylinda.ramsey@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Phylinda Ramsey*

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.144

Sent: 1/3/2024 8:41:40 AM  
Resent: 1/4/2024 8:17:15 AM  
Resent: 1/8/2024 8:08:30 AM  
Resent: 1/9/2024 8:32:57 AM  
Viewed: 1/9/2024 10:26:43 AM  
Signed: 1/9/2024 10:35:02 AM

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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Accepted: 1/9/2024 10:26:43 AM  
ID: fabac7bb-0712-4e54-95dc-b851fdb01154

Kristin Wilson  
Kristin.Wilson@Nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 1/9/2024 10:35:08 AM  
Viewed: 1/9/2024 12:55:42 PM  
Signed: 1/9/2024 12:56:03 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.100

**Electronic Record and Signature Disclosure:**

Accepted: 1/9/2024 12:55:42 PM  
ID: 33468838-ade3-46ac-bf00-c392420a2016

Freddie O'Connell  
Mayor@nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 1/9/2024 12:56:07 PM  
Resent: 1/10/2024 7:55:19 AM  
Viewed: 1/10/2024 8:01:25 PM  
Signed: 1/10/2024 8:01:37 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.100

**Electronic Record and Signature Disclosure:**

Accepted: 1/10/2024 8:01:25 PM  
ID: dac28b5c-909b-48d5-8719-1722988297d9

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 1/10/2024 8:01:40 PM  
Viewed: 1/11/2024 8:20:49 AM  
Signed: 1/11/2024 8:20:58 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.100

**Electronic Record and Signature Disclosure:**

Accepted: 1/11/2024 8:20:49 AM  
ID: 092f2d7e-99b8-42c7-bbec-41ed000af888

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 1/2/2024 8:01:43 AM  
Viewed: 1/2/2024 8:08:50 AM  
Completed: 1/11/2024 8:21:10 AM

Using IP Address: 170.190.198.100

**Electronic Record and Signature Disclosure:**

Accepted: 1/10/2024 7:55:14 AM  
ID: 5433872a-1532-4aba-a996-ede802dbe193

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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John Stewart  
john.stewart@nashville.gov  
Security Level: Email, Account Authentication (None)

Sent: 12/12/2023 4:38:19 PM

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/21/2023 9:04:28 AM ID: 22b62612-2ed7-499b-9562-2f7454ff70c1	COPIED	Sent: 1/11/2024 8:21:01 AM
Chief John Hudson john.hudson@nashvillesherriff.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/4/2023 7:27:07 AM ID: 3ed80b7a-6dc2-4cc6-be50-92e3146cca3c	COPIED	Sent: 1/11/2024 8:21:03 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865	COPIED	Sent: 1/11/2024 8:21:04 AM
Chief John Ford john.ford@nashvillesherriff.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/11/2024 8:21:06 AM
Kristie Bratcher kristie.bratcher@nashvillesherriff.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/11/2024 8:21:07 AM
Amanda Brown amanda.brown@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/9/2024 7:29:51 AM ID: bbf65799-c177-436c-baa6-4a055734c6d8	COPIED	Sent: 1/11/2024 8:21:08 AM
Paul Cappiello paul.cappiello@securustechologies.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/11/2024 8:21:10 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/12/2023 4:38:19 PM
Envelope Updated	Security Checked	12/19/2023 8:02:21 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	12/19/2023 8:02:21 AM
Envelope Updated	Security Checked	12/19/2023 8:02:21 AM
Envelope Updated	Security Checked	12/19/2023 2:31:48 PM
Envelope Updated	Security Checked	12/19/2023 2:31:48 PM
Envelope Updated	Security Checked	12/19/2023 2:31:48 PM
Envelope Updated	Security Checked	12/19/2023 2:31:48 PM
Envelope Updated	Security Checked	1/2/2024 8:09:07 AM
Envelope Updated	Security Checked	1/2/2024 8:09:07 AM
Envelope Updated	Security Checked	1/2/2024 9:54:50 AM
Envelope Updated	Security Checked	1/2/2024 9:54:50 AM
Envelope Updated	Security Checked	1/2/2024 2:17:58 PM
Envelope Updated	Security Checked	1/2/2024 2:17:58 PM
Certified Delivered	Security Checked	1/11/2024 8:20:49 AM
Signing Complete	Security Checked	1/11/2024 8:20:58 AM
Completed	Security Checked	1/11/2024 8:21:10 AM

Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## Contract Information

Mdl

Contract & Solicitation Title: Inmate Phone, Communication Systems and Related Services

Contract Summary: Contractor agrees to provide Inmate Phone, Communication Systems and Related Services. Contract Number: 6461966 Solicitation Number: 1120657 Requisition Number: 152223

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 355084 Type of Contract/PO: IDIQ Contract

**Requires Council Legislation:** No **Sexual Harassment Training Required** (per BL2018-1281): Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

Estimated Start Date: 11/01/2019 Estimated Expiration Date: 10/31/2024 Contract Term: 60 Months

Estimated Contract Life Value: N/A Fund: No Cost/No Revenue BU: No Cost/No Revenue

Payment Terms: Net 30 Selection Method: RFP Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: Sheriff Department(s) Served: Sheriff

## Prime Contractor Information

Prime Contracting Firm: Securus Technologies, Inc ISN#: 17566

Address: 4000 International Parkway City: Carrollton State: TX Zip: 75007

Prime Contractor is (Check Applicable): SBE  SDV  MBE  WBE

Prime Company Contact: Keith Grady Email Address: kgrady@securustechnologies.com

Phone #: 1-214-995-5027

Prime Contractor Signatory: Robert E. Pickens Email Address: bpickens@securustechnologies.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

N/A Amount: N/A Percent, if applicable: N/A

*Metro' Diversity Business Enterprise (DBE):*

SMWSDVBs Participation Amount: N/A Percent, if applicable: 15%

Based off charges to inmates and/or family of inmates

*Federal Disadvantaged Business Enterprise:*

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive.

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Securus Technologies</u>	<input type="checkbox"/>	<u>167.37</u>	<u>\$2,046,651.50</u>	<u>Awarded</u>
<u>Global Tel Link</u>	<input type="checkbox"/>	<u>145.75</u>	<u>\$1,304,351.50</u>	<u>Evaluated but not selected</u>
<u>Smart Communications</u>	<input type="checkbox"/>	<u>130.96</u>	<u>\$1,388,655.50</u>	<u>Evaluated but not selected</u>
<u>Edovo</u>	<input type="checkbox"/>	<u>43.75</u>	<u>N/A</u>	<u>Evaluated but not selected</u>
<u>ICSolutions</u>	<input type="checkbox"/>	<u>58.00</u>	<u>N/A</u>	<u>Evaluated but not selected</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 **Securus Technologies, Inc** ("CONTRACTOR") located at **4000 International Parkway, Carrollton, TX 75007 USA**.

This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit B – ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 1120657 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

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 agrees to provide Inmate Phone, Communication Systems and Related 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 Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

#### **4. COMPENSATION**

##### **4.1. Contract Value**

The CONTRACTOR will charge inmates and family of inmates utilizing the rates outlined in Exhibit A – Pricing. The inmates and/or family of inmates will pay for the appropriate services as charged by the CONTRACTOR. METRO assumes no responsibility for payment for services provided via this contract.

##### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract.

##### **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.

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 satisfactory provision of the products and/or services as determined by METRO.

##### **4.4. Electronic Payment**

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

##### **4.5. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. 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.

##### **4.6. 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 terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. 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 thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately 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.

## 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. 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.

### 6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. 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. General 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 (if CONTRACTOR will be making on-site deliveries)

### **7.4. 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 (Not required for companies with fewer than five (5) employees).

### **7.5. Technological Errors and Omissions Liability Insurance**

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

### **7.6. Cyber Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students))

### **7.7. 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 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 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.

### **7.8. 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 (preferred method)**  
**OR**  
**DEPARTMENT OF FINANCE**  
**PROCUREMENT DIVISION**  
**730 2ND AVE SOUTH, STE 101**  
**P.O. BOX 196300**  
**NASHVILLE, TN 37219-6300**

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 CONDITIONS**

### **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**

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**

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 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, any outstanding payments, overdue payments and/or 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.

### **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

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, 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. All goods, documents, records, and other work product and property produced during the performance of 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 conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

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. 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.

**8.19. 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 4.48.02, 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.

**8.20. 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.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

**8.21. 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 expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

**8.22. 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 PURCHASING AGENT  
DEPARTMENT OF FINANCE  
PROCUREMENT DIVISION  
730 2ND AVENUE SOUTH  
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.



**8.23. 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.

**8.24. 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.

**8.25. 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.

**8.26. Venue**

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

**8.27. 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.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 6461966

**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: Securus Technologies, Inc.

Attention: General Counsel

Address: 4000 International Parkway

City, State Zip Code: Carrollton, TX 75007

Telephone: 972-277-0335

Fax: 972-277-0714

E-mail: [legalrequests@securustechnologies.com](mailto:legalrequests@securustechnologies.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: C T Corporation System

Attention: C T Corporation System

Address: 300 Montvue Road

City, State Zip Code: Knoxville, TN 37919-5546

Email Address: All notices must be mailed or hand delivered.

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 6461966

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, 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:**

Daron Hall PL  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Michelle A. Hernandez Lane JLR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotto CA EDO  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Cynthia Gross BC  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

Elizabeth Waites 11/20/2019 | 10:09 AM CST  
Metropolitan Clerk Date

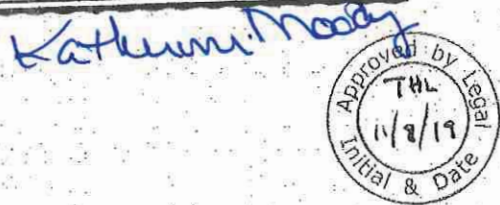
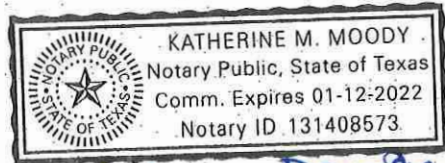
**CONTRACTOR**

Securis Technologies  
Company Name

[Signature]  
Signature of Company's Contracting Officer

Robert E. Pickens  
Officer's Name

CEO  
Officer's Title



**EXHIBIT A - PRICING**

<b>Item No.</b>	<b>Description</b>	<b>Unit/Per</b>	<b>Unit Price</b>
* 1	Collect Interstate Calls	Minute	\$ 0.25
* 2	Debit or Prepaid Interstate Calls	Minute	\$ 0.21
* 3	Collect, Debit, or Prepaid Intrastate Calls	Minute	\$ 0.05
4	Video Visitation	Minute	\$ -
5	Games Subscription cost	Day	\$ 0.16
6	Music Subscription cost	Day	\$ 0.16
7	Books Subscription cost	Day	\$ 0.16
8	Emessage without photo attachment	Message	\$ 0.25
9	Emessage with photo attachment	Message	\$ 0.25
10	Photo only	Per Photo	\$ 0.25
11	Cash Deposit into Inmate Account (Lobby Kiosk)	Transaction	\$ 4.00
12	Credit Deposit into Inmate Account (Lobby Kiosk)	Transaction	\$ 4.00
13	Deposit into Inmate Account (Telephone)	Transaction	\$ 3.00
14	Deposit into Inmate Account (Web-Based)	Transaction	\$ 3.00
15	Automated payment for credit card, debit card, and bill processing fees	Transaction	\$ 4.00
16	Live Operator Usage	Event	\$ 3.00
17	Paper Bill/Statement	Statement	\$ -

\*Unit Prices for these items are locked by DCSO

Third-party money transmitter (e.g., MoneyGram, Western Union, credit card, processing, or transfers from third-party commissary accounts)— the exact fee from the third party provider passed through to the customer with no markup.

Contractor shall not charge per call, per connection, or flat-rate calling fees for intrastate, interstate, or international calls.

The rates charged are exclusive of taxes, and other amounts collected by Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

Metro does not guarantee any minimum or maximum amount of any item shown herein.

**SECTION A-1****General Terms and Conditions**

- 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 semi-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, 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 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.

## **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 DEV**

### **Development**

- 1 Source Code License/Source Code Escrow.** Source code is to be provided to either Metro Government or an escrow agent as a deliverable of any software development project or any other projects which requires code to be created as a deliverable and after any updates to code. CONTRACTOR must provide proof that all source code provided to Metro Government or to escrow agent is complete, up to date and includes all components necessary to function in production environment. Said source code shall be considered the Confidential Information of CONTRACTOR or its successor and Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement.
  - 1.1 Source Code License.** CONTRACTOR agrees to provide Metro Government a source code license and will provide, as part of deliverable, source code that is developed as part of this contract, including any customizations. Source code to be provided in an agreed upon media and will be provided within 30 days after any updates. Any third party libraries used in the development of the software will also be included. Documentation provided must be sufficient for a developer versed in the applicable programming language to fully understand source code.
  - 1.2 Source Code Escrow.** In the event that (i) CONTRACTOR becomes insolvent or bankrupt, (ii) CONTRACTOR makes an assignment for the benefit of creditors, (iii) CONTRACTOR consents to a trustee or receiver appointment, (iv) a trustee or receiver is appointed for CONTRACTOR or for a substantial part of its property without its consent, (v) CONTRACTOR voluntarily initiates bankruptcy, insolvency, or reorganization proceedings, or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings, or (vi) CONTRACTOR announces that it has entered into an agreement to be acquired by a then named Competitor, then CONTRACTOR will negotiate in good faith to enter into a source code escrow agreement with a mutually agreed source code escrow company setting forth source code escrow deposit procedures and source code release procedures relating to the software provided as part of this contract. Notwithstanding the foregoing, the escrow instructions shall provide for a release of the source code to Metro Government only upon the occurrence of (a) the filing of a Chapter 7 bankruptcy petition by CONTRACTOR, or a petition by CONTRACTOR to convert a Chapter 11 filing to a Chapter 7 filing; (b) the cessation of business operations by CONTRACTOR; or (c) the failure on the part of CONTRACTOR to comply with its contractual obligations to Metro Government to comply with its maintenance and support obligations for a period of more than thirty (30) days after it has received written notice of said breach. In the event of a release of source code pursuant to this section, said source code shall continue to be the Confidential Information of CONTRACTOR or its successor in interest. In the event of a release of source code to Metro Government from escrow, Metro Government may only use, copy and/or modify the source code consistent with the purposes of this agreement (or have a contractor who has agreed in writing to confidentiality provisions as restrictive as those set forth in this Agreement do so on its behalf).
- 2 Mobile Applications Security.** CONTRACTOR shall have the ability/expertise to develop secure mobile applications. Specifically, an awareness of secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.

## **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 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; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) 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 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 entered into upon the filing within the Metro Clerk's Office, 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 **Securus Technologies, Inc.** ("**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 Securus Technologies, Inc.
- 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 for the purpose for which it was disclosed to the recipient, and notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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 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 and any associated mitigation costs incurred by Metro, such as credit monitoring, if Metro determines 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 upon filing of Master Agreement in the Metro Clerk's Office 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.

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 the time specified by Metro. 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.

## **SECTION PCI**

### **Payment Card Industry (PCI) Security Standards**

1. **Payment application vendor.** Contractor that sells and supports applications that store, process, and/or transmit cardholder data shall have application assessed and validated for compliance with the Payment Application Data Security Standard (PA-DSS). Proof of validation shall be provided.
2. **Payment terminal vendor.** Contractor that sells and supports devices used to accept card payments (e.g., payment terminal) shall have the PIN Transaction Security (PTS) devices validated to conform to the PCI PTS standard.
3. **Payment processors, e-commerce hosting providers/processors.** Contractor that stores, processes, or transmits cardholder data on behalf of Metro or that hosts and manages any e-commerce server/website and/or develop and support Metro websites shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
4. **Providers of software as a service.** Contractor that develops, hosts and/or manages any Metro cloud-based web application or payment application (e.g., online ticketing or booking application) shall provide a PCI Data Security Standard (PCI DSS) Attestation of Compliance for the contracted service.
5. **Integrators/resellers.** Contractor that installs PA-DSS validated payment applications for Metro must be a PCI Qualified Integrator or Reseller (QIR).
6. All applicable compliance shall be maintained for the duration of the contract. Proof of validation shall be current, valid for the service under contract and available upon request.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/26/2019

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, suite 1000 Denver CO 80202 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Securus Technologies, Inc. 4000 International Parkway Carrollton TX 75007 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lloyd's Syndicate No. 2623</td> <td>AA1128623</td> </tr> <tr> <td>INSURER B: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER C: American Guarantee &amp; Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate No. 2623	AA1128623	INSURER B: Zurich American Ins Co	16535	INSURER C: American Guarantee & Liability Ins Co	26247	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: 570078494714      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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA 1070513-02	09/30/2019	09/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			GLA 1070513-02	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			AUC107062102	09/30/2019	09/30/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC107051203	09/30/2019	09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-Technology			W1C7D5180301 Claims Made SIR applies per policy terms & conditions	09/09/2018	11/29/2019	Each Claim/Agg \$5,000,000 Each Claim/Ded \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: RFQ # 1120657. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. Cyber Liability is included in the E&O-Technology coverage evidenced above.

**CERTIFICATE HOLDER**

**CANCELLATION**

Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse Nashville TN 37201 USA	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  
---	---

Holder Identifier : 570078494714 Certificate No : 570078494714





## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

July 2, 2019

Mr. Geoffrey Boyd  
Securus Technologies  
5021 NW 112 Dr  
Coral Springs, FL 33076  
Re: **RFQ # 1120657, Inmate Phone, Communication Systems and Related Services**

Dear Mr. Boyd:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1120657 for Inmate Phone, Communication Systems and Related Services. This letter hereby notifies you of Metro's intent to award to Securus Technologies, contingent upon successful contract negotiations.

If the Procurement Nondiscrimination Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Jeremy Frye, BAO Representative, at 615-862-6638 or at [Jeremy.Frye@nashville.gov](mailto:Jeremy.Frye@nashville.gov).

The responses to the procurement solicitation and supporting award documentation can be made available either by SharePoint Link, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Terri Troup by email at [terri.troup@nashville.gov](mailto:terri.troup@nashville.gov) Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in blue ink that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane  
Purchasing Agent

Cc: Solicitation File, Other Offerors

**Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.**

**A. Right to Protest.** 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 ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

## RFQ # 1120657 - Inmate Phone, Communication Systems and Related Services

### Scoring

<b><u>ROUND 1</u></b>					
Criteria/Offeror	Edovo	Global Tel Link	ICSolutions	Securus Technologies	Smart Communications Holding, Inc
Project Experience (20 Points)	9.00	15.00	14.00	20.00	13.00
Product Information (35 Points)	15.00	19.00	18.00	33.00	30.00
Methodology and Approach (35 Points)	18.00	33.00	25.00	34.00	18.00
Diversity Plan (10 Points)	1.75	1.75	1.00	1.50	3.00
Total Round 1 Points (100 Points)	43.75	68.75	58.00	88.50	64.00
<b><u>ROUND 2</u></b>					
Criteria/Offeror	Edovo	Global Tel Link	ICSolutions	Securus Technologies	Smart Communications Holding, Inc
Demonstration (50 Points)	N/A	27.00	N/A	47.00	20.00
Cost (50 Points)	N/A	50.00	N/A	31.87	46.96
Total Round 2 Points (100 Points)	Not shortlisted to Round 2	77.00	Not shortlisted to Round 2	78.87	66.96
<b><u>ROUND 1 &amp; ROUND 2</u></b>					
Total Points (200 Points)	43.75	145.75	58.00	167.37	130.96

<b>Max. RFP Cost Points</b>		<b>50</b>
Offeror's Name	Bids	RFP Cost Point Distribution
Global Tel Link	\$ 1,304,351.50	<b>50.00</b>
Securus	\$ 2,046,641.50	<b>31.87</b>
Smart Communications	\$ 1,388,655.50	<b>46.96</b>

## RFQ # 1120657 - Inmate Phone, Communication Systems and Related Services

### Justification

#### Global Tel Link

**Strengths** – Proposal demonstrated strong project experience in detail providing the scope of services. Proposal included an opinionated audit finance report when financial statements were just requested. Proposal included a detailed implementation plan. Proposal demonstrated the ability to send call recordings via email link. Proposal demonstrated significant number of language options. Demonstration showed ability to choose whether inmate or friends/family initiated messaging contact. Demonstration showed that transcriptions are available as part of proposed solution. Proposed tablet and solution must be in dock for video to function. Terms and conditions for tablets are customizable.

**Weaknesses** – Proposed project experience stated that they were unable to complete state of New Hampshire Contract. On similar size facility reference lists submitted with proposal, failed to provide details as to the type of equipment, how long it has been web-based, and specifications used for the submitted project. Failed to provide response to how the project experience solution is directly linked to scope details provided within this solicitation. Submitted proposal included 14 blank pages in the middle of Product Information PDF that demonstrated lack of proofreading. Submitted proposal included references to Hampton Sheriff's office 6 times in one section of and reference to "the State" in a separate section which demonstrated lack of proofreading and boiler plate proposal. Proposal failed to include a response for the recommendation of ratio to tablet to inmate as requested. Proposal failed to include a response for the hardware refresh process for Inmate Telephone System and how many years is suggested for this refresh. Proposal failed to include a response for the hardware refresh process for Kiosks System and how many years is suggested for this refresh. Proposal failed to include a response for the hardware refresh process for Video Visitation System and how many years is suggested for this refresh. Proposed tablet manager solution for each facility presents space challenges. Proposal failed to include a response for information about the wired charging option for tablet. Proposal lacks detail regarding tablet inventory control. Proposal lacks detail regarding approval of entertainment options. Demonstrations showed much of the proposed solution as being in Beta Environment with outdated data. As part of the demonstrations there were some features like Data IQ Lite were not demonstrated. Offeror demonstrated confusion as to which tablet was brought to the demonstration. As part of the demonstrations, the choosing of some drop downs on phone query screen covered up part of fields. Email link of calls can only be sent to one person at a time which is inefficient for using department. Failed to provide a response related to the login options outside of OCA and MMDD as secondary pin. Failed to provide a response to the ability to remove book per agency request which was a question asked as part of the demonstrations. Offeror failed to demonstrate the electronic kill switch on main dashboard. Offeror failed to demonstrate ability to track the physical location of a tablet. Demonstration showed report builder is not part of the main query screen, but instead as a standalone feature in a different location. Offeror failed to show a report of an inmate's photos as part of demonstrations. Offeror demonstrated a lack of knowledge related to watchword inconsistency reported under current contract and was unable to show whether watchword inconsistency issue resolved. Offeror failed to demonstrate consistency between email link and downloaded player. RFDI in development but is not fully functional in production at this time.

#### Securus Technologies

**Strengths** – Proposal demonstrated extensive experience performing the scope of services while also demonstrating experience with government entities of similar or greater size. Proposal stated a \$670 million investment in emerging technology which demonstrated Offerors innovation in the industry. Proposal demonstrated an easily customizable solution. Proposal provided a clear plan to control and adjust tablet inventory. Proposal offered tablet option rather than having to use computer with internet access. Proposal offered free content for tablets. Proposal offered significant list of language options. Proposal included a detailed implementation and risk management plan. Proposal robust officer tablet controls as a solution. Proposal demonstrated the ability to send call recordings via email link and to multiple users at once.

## **RFQ # 1120657 - Inmate Phone, Communication Systems and Related Services**

**Weaknesses** – Proposal stated that no video visitation on tablets. Proposal demonstrated a short time period to access call records post contract. Offeror has no solution for legal mail, only digital mail center for non-legal mail. Video visits not offered via tablets for security concerns, but may give agencies choice. Offeror currently does not have a solution that requires MMDD as secondary pin but will look at a solution for the future. Offeror failed to demonstrate report consistency between email link and downloaded player. Offeror failed to demonstrate a report of an inmate's photos as requested. RFDI in development but is not fully functional in production at this time.

### **Smart Communications Holding**

**Strengths** – Proposal included the development of several modules that demonstrated emerging technology. Proposal offered free content for tablets. Proposal included a good training plan with details such as the various types offered, the proposed location and duration, and availability of online tutorials. Demonstration showed reentry videos specific to DCSO/Nashville area. Proposed MailGuard solution can be used for both legal and non-legal mail. Showed that video turns off if tablet removed from station, or rely on face "globe". Proposal system collects GPS, Meta data, and other info during transactions. Proposal solution could use mail alert features to completely revamp subpoena mail process. Displayed an oval is placed around each parties face during video visitation use.

**Weaknesses** – Project experience demonstrated that only two clients use all three proposed technology solutions. Project experience demonstrated limited experience with the phone system. Proposal demonstrated small years of experience performing complete scope of services. Project timeline not depicted using Gantt charts (or similar graphic depiction) as requested which leads to confusion about overall timeline. Proposal did not clearly state when the current vendor equipment is removed as part of the proposed approach. Proposal did not provide detailed information related to control lockdown options is possible per housing unit as well. Proposal did not provide details relate to control on-hand inventory. Proposal did not provide example of standard terms and conditions. Proposal failed to include example of export file. Proposal failed to provide lack of required training documentation. Response provided no additional information about phone, tablet, kiosk, or video visitation modules. Proposal failed to include the product information release schedule and product or system documentation. Demonstrations were more of a presentation than a demonstration of the full proposed solution. Only one tablet was brought and it was not a demo table that could be used to show the function of the solution due to an error on screen about Wi-Fi connection. Offeror failed to demonstrate phones or kiosks. Presentation mainly focused on mail which limited the time available to present or discussion other proposed platforms. During demonstrations there was initial confusion about single dashboard since live site in use was a Securus phone client, not SMART. Presenter accessed phone site via old standalone version without prior explanation. Other than the keywords and links to civilian info such as location or IP address, it was not clear what other investigative features were accessible via the single dashboard. Showed ability to create photo reports individually, but can't currently do it in bulk, though said it would be easy to add. Proposed a live operator at 511 inmate care number for assistance but is a concern for using department. Discouraged using departmental plans for only civilians initiating contact and for delayed messaging, though indicated both would be possible. Presenter referenced ability to send a "download set," but still not clear if can send bulk calls to multiple people at once. Offeror failed to demonstrate or convey a means to shut down tablets. Offeror failed to demonstrate a report of an inmate's photos. Offeror failed to demonstrate report consistency between email link and downloaded player. RFDI in development but is not fully functional in production at this time. Offeror stated that a solution would need to be looked at further for login that does require MMDD as secondary pin but did not provide any additional details related to the secondary pin.

## **RFQ # 1120657 - Inmate Phone, Communication Systems and Related Services**

### **Edovo**

**Strengths** – Proposal demonstrated a learning to earn educational concept.

**Weaknesses** - Proposal demonstrated a limit experience with all aspects of the scope of work and failed to demonstrate government entities, municipalities, or agencies of similar size. Provided financial statements were limited in information. Proposal demonstrated a strong focused on commissions which are not part of scope of services. Product information proposed did not include any wall mounted charging stations. Proposal demonstrated that calls could be emailed but no additional information regarding size limits, how, or to who was provided. Failed to provide user and administrator guides. Proposed stated that recording sample would be provided upon awarded of contract rather than as part of the solicitation process. Proposal provided links to service level agreement rather than providing a copy as requested. Overall proposal was difficult to follow and boiler plate response.

### **ICSolutions**

**Strengths** – Proposal included a significant list of languages available for use. Proposed solution includes continual and uninterrupted online access to all call records and recordings indefinitely. Mail Guard postal elimination option proposed would eliminate paper and prohibit the introduction of contraband. Proposed resolution response time for call center was very efficient.

**Weaknesses** - Proposal demonstrated similar scoped services project experience but was limited as it relates to correctional facilities with 500+ inmates. Proposal failed to include requested financial information. Proposal included marketing template throughout proposal submission and not in specific criteria sections. Generic response to technology upgrades completed over last 3 years or more. Proposal recommended cordless phone instead of disposable phones. Proposal was not clear that all proposed platforms are available via a single dashboard. Typed Message of the Day or grievance response is then converted to voice recording as an option. Proposal solution is VRS PC-based rather than hardened device which can be problematic for the facility. Failed to provide a response as to whether tablets are configurable to certain locations or individual inmates. Proposal lacked details related to the proposed tablets. Method to share call recordings requires DCSO to exhaust more personnel resources and removes efficiency. Customization only works for emessages and not Terms and Conditions for tablets. Proposal failed to provide project specific examples related to risk management plan. Installation timeline proposed is not clear based on the information included with the submitted Gantt charts. Overall proposal was difficult to read since responses were scattered throughout other sections (i.e. ad hoc reports). Proposal suggested DCSO would be responsible for extra support costs. Proposal lacked detail approach to items such as adding/removing watchwords and provision of free games and/or books.



Proposer #	Commitment to SMWBE Participation on the project (4 pts)	Strategic Approach to maximizing SMWBE (3 pts)	Monitoring and Reporting of SMWBE participation (1pts)	Efforts ensure prompt payment (2 pts)	Total	Strength	Weakness
Edovo	1	0	0.25	0.5	1.75	Expressed commitment to SMWBE participation. Identified efforts to ensure prompt payment.	Overall plan lacked specific detail
Global Tel Link	1	0.25	0	0.5	1.75	Expressed commitment to SMWBE participation. Identified efforts to ensure prompt payment.	Overall plan lacked specific detail
ICSolutions	0	0	0	1	1		Overall plan lacked specific detail
Securus Technologies	1	0	0.5	0	1.5	Expressed commitment to SMWBE participation.	Overall plan lacked specific detail
Smart Communications Holding, Inc.	1.5	0.5	0.5	0.5	3	Expressed commitment to SMWBE participation. Identified efforts to ensure prompt payment. Identified monitoring and reporting of participation.	

## BAO Small Business Assessment Sheet

<b>BAO Specialist:</b> Jeremy Frye
<b>Contract Specialist:</b> Terri Troup
<b>Date:</b> 07/01/2019

<b>Department Name:</b> Department of Corrections Sherriff's Office
<b>RFP/ITB Number:</b> Inmate Phone, Communication Systems and Related Services

**Project Name:** Inmate Phone, Communication Systems and Related Services

Primary Contractor*	Prime Bid Amount	Total Proposed SBE (\$)	SBE Subs approved?	Target SBE (%)	Comments
Securus Technologies	\$ 2,046,641.50	IDIQ	No	15%	The prime is not an approved SBE and acknowledged target of 15% DBE (SMWSDVB) participation in the delivery of the services necessary to meet the scope of work.

## PNP Compliance Results Form

Department Name: Department of Corrections Sherriff's Office RFP/ITB Number: 1120657 Procurement Name: Inmate Phone, Communication Systems and Related Services	
Primary Contractor	PNP Compliant (Yes/No) Determination Comments/% of Participation Proposed or Bid
Securus Technologies	N/A There was no Procurement Nondiscrimination Program requirements for the referenced project

\*Denotes Contractor with whom follow up was required  
 Date: 07/01/2019  
 Metro Buyer: Terri Troup  
 BAO Rep: Jeremy Frye



**Certificate Of Completion**

Envelope Id: 91B90DA785AD4E91ABC5C77DEC9E51BF	Status: Completed
Subject: Metro Contract 6461966 with Securus Technologies, Inc. (Sheriff)	
Source Envelope:	
Document Pages: 46	Signatures: 5
Certificate Pages: 17	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld 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: 170.190.198.190

**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/12/2019 2:35:45 PM	prg@nashville.gov	

**Signer Events**

Signer Events	Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	<i>Michelle A. Hernandez Lane</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/12/2019 2:43:42 PM Viewed: 11/13/2019 5:31:06 PM Signed: 11/13/2019 5:31:11 PM

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

Daron Hall DHall@DCSO.nashville.org Security Level: Email, Account Authentication (None)	<i>Daron Hall</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.106	Sent: 11/13/2019 5:31:14 PM Viewed: 11/14/2019 7:13:20 AM Signed: 11/14/2019 7:13:35 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 11/14/2019 7:13:20 AM  
ID: d5caa9f0-a9dc-40ce-a710-a62ef7d17469

Christopher L. Harmon chris.harmon@nashville.gov Security Level: Email, Account Authentication (None)	<i>CH</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/14/2019 7:13:38 AM Viewed: 11/14/2019 8:59:48 AM Signed: 11/15/2019 8:17:14 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 11/14/2019 8:59:48 AM  
ID: aaf2e2c0-cd83-4952-9803-12c254f95dbb


Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)	<i>Kevin Cumbo/tlo</i>  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/15/2019 8:17:17 AM Viewed: 11/15/2019 8:18:37 AM Signed: 11/18/2019 7:20:04 AM
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**Electronic Record and Signature Disclosure:**  
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ID: 24a122a7-9525-4a9f-83f9-08ebc24f28cc

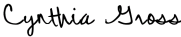
Signer Events	Signature	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 170.190.198.100	Sent: 11/18/2019 7:20:07 AM Viewed: 11/18/2019 7:55:36 AM Signed: 11/18/2019 8:01:33 AM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 11/20/2019 11:41:47 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: 170.190.198.144	Sent: 11/18/2019 8:01:37 AM Viewed: 11/18/2019 10:02:21 AM Signed: 11/18/2019 10:06:05 AM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 11/18/2019 10:02:21 AM  
 ID: b6a41a3b-5510-4aa0-98c5-088a4dbd0d56

Cynthia Gross cynthia.gross@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 11/18/2019 10:06:08 AM Viewed: 11/20/2019 9:48:58 AM Signed: 11/20/2019 9:51:51 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 11/20/2019 9:51:55 AM Viewed: 11/20/2019 10:09:05 AM Signed: 11/20/2019 10:09:14 AM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 11/20/2019 10:09:05 AM  
 ID: d8b5c46f-48e5-4fc6-a53c-98823e8fb4e3

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>VIEWED</b></div>  Using IP Address: 170.190.198.100	Sent: 11/18/2019 8:01:35 AM Viewed: 11/18/2019 8:02:55 AM Completed: 11/20/2019 10:09:19 AM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 11/18/2019 8:02:55 AM  
 ID: a45078cc-7b5b-4f21-a405-841cc0a11cfe

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
<p>Terri L. Ray                      Terri.Ray@nashville.gov                      Senior Procurement Officer                      Metropolitan Government of Nashville and Davidson                      County                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/12/2019 2:43:39 PM</p>
<p>Michelle A. Hernandez Lane                      michelle.lane@nashville.gov                      Chief Procurement Officer/Purchasing Agent                      Metro                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/12/2019 2:43:40 PM</p>
<p>Pete Lutz                      plutz@dcso.nashville.org                      Finance Manager                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/12/2019 2:43:40 PM                      Viewed: 11/12/2019 4:10:30 PM</p>
<p>E. Dustin Owens                      Dustin.Owens@nashville.gov                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/12/2019 2:43:41 PM</p>
<p>Robert E. Pickens                      bpickens@securustechologies.com                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Accepted: 11/6/2019 6:27:06 AM                      ID: a8b0dda5-d023-430e-bbe1-a5be74869539</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/12/2019 2:43:41 PM                      Viewed: 11/12/2019 3:32:33 PM</p>
<p>Jemery Frye                      jeremy.frye@nashville.gov                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/20/2019 10:09:17 AM</p>
<p>Chief John Hudson                      JHudson@DCSO.nashville.org                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/20/2019 10:09:18 AM                      Viewed: 11/20/2019 12:40:53 PM</p>
<p>Keith Grady                      kgrady@securustechologies.com                      Security Level: Email, Account Authentication                      (None)  <b>Electronic Record and Signature Disclosure:</b>                      Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 11/20/2019 10:09:19 AM</p>

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/20/2019 10:09:19 AM
Certified Delivered	Security Checked	11/20/2019 10:09:19 AM
Completed	Security Checked	11/20/2019 10:09:19 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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**Certificate Of Completion**

Envelope Id: 0F2365A2A1304AD1977187E3DA7276A4	Status: Sent
Subject: URGENT!!! Metro Contract 6461966 Amendment 2 with Securus Technologies (Sheriff)	
Source Envelope:	
Document Pages: 100	Signatures: 10
Certificate Pages: 17	Initials: 4
AutoNav: Enabled	Envelope Originator:
Enveloped 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: 170.190.198.190


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
10/21/2024 9:12:31 AM	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
Terri L. Ray		Sent: 10/21/2024 9:23:40 AM
Terri.Ray@nashville.gov		Viewed: 10/21/2024 9:35:36 AM
Finance Manager		Signed: 10/21/2024 9:35:46 AM
Metropolitan Government of Nashville and Davidson County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.190	

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

Pete Lutz		Sent: 10/21/2024 9:35:50 AM
pete.lutz@nashvillesherriff.gov		Viewed: 10/21/2024 9:46:36 AM
Security Level: Email, Account Authentication (None)		Signed: 10/21/2024 9:47:01 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.98	

**Electronic Record and Signature Disclosure:**  
Accepted: 10/21/2024 9:46:36 AM  
ID: 68c5cae1-3cd3-4f37-8f7d-2ded62a9d2ba

Ken Hartlage		Sent: 10/21/2024 9:47:08 AM
kenneth.hartlage@nashville.gov		Viewed: 10/21/2024 4:01:23 PM
Security Level: Email, Account Authentication (None)		Signed: 10/21/2024 4:03:21 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

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ID: cbed4615-0a06-47c5-9f35-f98d2d9cb4e4

Kevin Elder		Sent: 10/21/2024 4:03:27 PM
kevin.elder@aventiv.com		Viewed: 10/21/2024 5:03:15 PM
President		Signed: 10/21/2024 5:03:44 PM
Aventiv Technologies		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 172.108.196.226	

**Electronic Record and Signature Disclosure:**

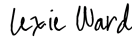


Signer Events	Signature	Timestamp
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<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent &amp; Chief Procurement Officer Security Level: Email, Account Authentication (None)</p>	<p><i>Dennis Rowland</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 10/21/2024 5:03:48 PM Viewed: 10/22/2024 6:20:14 AM Signed: 10/22/2024 6:20:28 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Daron Hall/JWH john.hudson@nashvillesherrif.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Daron Hall/JWH</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.98</p>	<p>Sent: 10/22/2024 6:20:32 AM Viewed: 10/22/2024 8:05:42 AM Signed: 10/22/2024 8:06:14 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/22/2024 8:05:42 AM ID: b67fe230-a540-4298-8a81-41b0503f1f0b</p>		
<p>Kevin Crumbo/mal michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile</p>	<p>Sent: 10/22/2024 8:06:19 AM Viewed: 10/22/2024 4:47:29 PM Signed: 10/22/2024 4:48:16 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 10/22/2024 4:48:21 PM Viewed: 10/22/2024 4:54:47 PM Signed: 10/22/2024 4:56:45 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/22/2024 4:54:47 PM ID: 5be8b706-339a-4be9-9a30-36a967acd242</p>		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 10/22/2024 4:56:50 PM Viewed: 10/23/2024 7:54:24 AM Signed: 10/23/2024 7:59:58 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/23/2024 7:54:24 AM ID: c74b42c9-40fc-4e3f-905c-b81ecad552ca</p>		
<p>Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p>	<p><i>B</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.225.189.206 Signed using mobile</p>	<p>Sent: 10/23/2024 8:00:03 AM Viewed: 10/23/2024 8:13:05 AM Signed: 10/23/2024 8:13:44 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b></p>		

Signer Events	Signature	Timestamp
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Accepted: 10/23/2024 8:13:05 AM  
ID: e0f07bda-259f-4de7-87b2-eb27efaa346f

Lexie Ward  
lexie.ward@nashville.gov  
Security Level: Email, Account Authentication (None)



Sent: 10/23/2024 8:13:51 AM  
Viewed: 10/23/2024 8:34:29 AM  
Signed: 10/23/2024 8:35:41 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**  
Accepted: 10/23/2024 8:34:29 AM  
ID: 7687afbe-380c-49aa-8352-bcf7067e1a52

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

Sent: 10/23/2024 8:35:46 AM

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

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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John Stewart  
john.stewart@nashville.gov  
Procurement Officer 2  
Metropolitan Government-Nashville & Davidson County  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/21/2024 9:23:40 AM

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

Chief John Hudson  
john.hudson@nashvillesherriff.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/21/2024 9:23:41 AM  
Viewed: 10/21/2024 9:38:26 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 10/22/2024 8:05:42 AM  
ID: b67fe230-a540-4298-8a81-41b0503f1f0b

Paul Cappiello  
paul.cappiello@securustechologies.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/21/2024 4:03:27 PM

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

Carbon Copy Events	Status	Timestamp
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Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/22/2024 12:57:17 PM  
ID: 15198fd9-bf1c-4618-86b9-36fcd4a38fa5

Jeremy Frye  
jeremy.frye@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/17/2024 8:51:26 AM  
ID: 6687129d-8c92-4f60-ac78-5bbc4ccdc7bb

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)

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

Chief John Ford  
john.ford@nashvillesherriff.gov  
Security Level: Email, Account Authentication  
(None)

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

Kristie Bratcher  
kristie.bratcher@nashvillesherriff.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/18/2024 1:07:14 PM  
ID: 50edf210-22bc-47a5-90b1-01d158ae8175

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	10/21/2024 9:23:41 AM
Envelope Updated	Security Checked	10/21/2024 9:32:20 AM
Envelope Updated	Security Checked	10/21/2024 9:32:20 AM
Envelope Updated	Security Checked	10/21/2024 9:32:20 AM
Envelope Updated	Security Checked	10/21/2024 9:43:31 AM
Envelope Updated	Security Checked	10/21/2024 9:43:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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