

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Juvenile Detention Facility Operation and Management Services

Contract Summary: Contractor agrees to operation and management services of the Juvenile Detention Facility as outlined in Exhibit B (Scope of Services) using the pricing in Exhibit A.

Contract Number: 6485978 Solicitation Number: 57122 Requisition Number: 4013770

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 6473630

Type of Contract/PO: 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

Estimated Start Date: 02/17/2021 Estimated Expiration Date: 02/16/2026 Contract Term: 60 Months

Estimated Contract Life Value: \$28,000,000.00 Fund: 10101 BU: 26111910

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

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

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## Prime Contractor Information

Prime Contracting Firm: Youth Opportunity Investments, LLC ISN#: 20079

Address: 12775 Horseferry Road City: Carmel State: IN Zip: 46032

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

Prime Company Contact: Jim Hill Email Address: jim.hill@youthopportunity.com Phone #: 727-639-2399

Prime Contractor Signatory: Jim Hill Email Address: jim.hill@youthopportunity.com

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

SBE/SDV Participation Amount: N/A Percent, if applicable: 1%

*Equal Business Opportunity (EBO) Program:*

M/WBE Participation Amount: N/A Percent, if applicable: 6.2% MBE and 1% WBE

*Federal Disadvantaged Business Enterprise:*

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

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Rite of Passage, Inc</u>	<input type="checkbox"/>	<u>79.67</u>	<u>\$82,151.93</u>	<u>Evaluated but not selected</u>
<u>Youth Opportunity Investments</u>	<input type="checkbox"/>	<u>89.50</u>	<u>\$77,859.53</u>	<u>Awarded</u>
<u>Wayne Halfway House, Inc</u>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Non-responsive to solicitation</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Select from the Following:</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 **Youth Opportunity Investments, LLC (CONTRACTOR)** located at **12775 Horseferry Road, Carmel, IN 46032**. 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 - Scope of Services*
  - *Exhibit C - ISA Terms and Conditions*
- *The solicitation documentation for RFQ# 57122 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

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

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

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to operation and management services of the Juvenile Detention Facility as outlined in Exhibit B (Scope of Services) using the pricing in Exhibit A.

#### 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.

### **4. COMPENSATION**

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

This Contract has an estimated value of \$28,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

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

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

#### **4.3. Payment Methodology**

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

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the 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 submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all

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invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to 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. Equal Business Opportunity (EBO) Program Requirement**

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

## **6.4. Covenant of Nondiscrimination**

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

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

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. Professional Liability Insurance**

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

**7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

**7.4. General Liability Insurance**

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

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

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

**7.6. Abuse and Molestation Insurance**

Abuse and molestation Insurance in the amount of one million (\$1,000,000.00) dollars.

**7.7. Cyber Liability Insurance**

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)).

**7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its 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.

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

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

**PROCUREMENTCOI@NASHVILLE.GOV**

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

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

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

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

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

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

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

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

### **8.1. Taxes**

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

## 8.2. Warranty

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



### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, 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.

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

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

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

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

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

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

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

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

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

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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 goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms,

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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.

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Contract Number 6486978

**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  
PRG@NASHVILLE.GOV**

*(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)*

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Youth Opportunity Investments, LLC

Attention: James C. Hill, Jr

Address: 701 94th St., Suite 100, St. Petersburg, FL 33702

Telephone: 727-800-3511, Ext. 41102

Fax: 317-587-8835

E-mail: jim.hill@youthopportunity.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:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Gary D. Sallee

Attention: Gary D. Sallee

Address: 12775 Horseferry Road, Suite 200, Carmel, IN 46032

E-mail: gary.sallee@youthopportunity.com

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Contract Number 6486978

**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:**

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

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

Michelle R. Hernandez Lane JLR  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotto TE L9  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Cynthia Gross BC  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

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

**CONTRACTOR:**

Youth Opportunity Investments, LLC

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

Jim Hill  
Signature of Company's Contracting Officer

Jim Hill  
Officer's Name

President  
Officer's Title

Contract 6485978

**Exhibit A - Pricing**

Description	Unit	Year 1 Per Diem Rate	Year 2	Year 3	Year 4	Year 5
Per Diem Rate <u>up to</u> 48 Youth Daily Occupancy	Per Day	\$ 299.29	\$ 308.27	\$ 317.52	\$ 327.04	\$ 336.85
Per Diem Rate <u>over</u> 48 Youth Daily Occupancy	Per Day	\$ 299.29	\$ 308.27	\$ 317.52	\$ 327.04	\$ 336.85

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

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

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

## Exhibit B – Scope of Services

Contractor to provide operation and management services to ensure that the Facility will be operated, including all services and programs, in accordance with American Correctional Association (ACA) Standards for Juvenile Detention Facilities, Rules of Tennessee Department of Children's Services Minimum Standards for Juvenile Detention Centers and Temporary Holding, Prison Rape Elimination Act (PREA), other standards that may be mutually agreed upon between the Contractor and Metro, and all applicable federal, state, and local laws and regulations. Hereinafter, these shall collectively be referred to as the "Standards." When differences between laws, court orders, and/or standards exist, the Contractor will follow the highest standards as determined by Metro.

The Facility primarily provides short-term and long-term secure pretrial custody, programming, and care to juveniles from the Metropolitan Nashville and Davidson County area who are detained under the authority of the Davidson County Juvenile Court pursuant to Tenn. Code Ann. §37-1-114 through §37-1-117, §37-1-131, §37-1-132, and §37-1-134, and as the same may be amended. The Facility also provides for the secure care and custody under Tenn. Code Ann. §37-1-134 for transferred juveniles until their eighteenth birthday or until their adult case is adjudicated, whichever is earlier. Contractor shall provide adequate security measures, staffing, and programming approved by Metro to ensure that the needs of both short-term and long-term (transferred) juveniles are met.

- Contractor is required to maintain accreditation of the Facility with the American Correctional Association (ACA) Standards for Juveniles, and maintain standards as required by the Rules of Tennessee Department of Children's Services Minimum Standards for Juvenile Detention Centers and Temporary Holding. Contractor is required to maintain PREA compliance.
- Contractor is associated with Metro only for the purposes and to the extent set forth in this contract. With respect to the performance of the management services set out herein, Contractor is and shall be an independent Contractor and, subject to the terms of this contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Contract. Contractor, its officers, agents and employees shall not be considered officers, agents or employees of Metro. Contractor's agents and employees shall not, as a result of this contract, accrue leave, be bonded, obtain insurance or retirement benefits, be allowed to use Metro vehicles, or have access to any other benefit afforded to Metro employees. Contractor agrees not to purport to bind Metro to any obligation not assumed herein by Metro, unless Contractor has express written authority from Juvenile Court/Metro to do so, and then only within the strict limits of this authority. The sovereign immunity of the Metropolitan Government shall not apply to Contractor nor any subcontractor, agent, officer, employee or insurer of the Contractor. Neither Contractor nor any subcontractor, agent, officer, employee or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under the contract.
- Contractor must be ready to assume operation and management of the Facility no later than the thirty (30) days after contract execution. Contractor will assume full responsibility for the security and management of the Facility. The Contractor shall manage the Facility economically while maintaining a safe, secure, and sanitary environment for juveniles, personnel, and the public. Contractor will provide positive youth development (PYD) programs as required by the Court, and will provide the secure care, safety, welfare, custody, and control of the juvenile population.
- Contractor is required to provide and maintain a comprehensive transition, activation and occupancy plan to Metro Juvenile Court, and comprehensive written policies, procedures and, and post orders ("the Manual"). Said Manual shall be in compliance with the Standards (See Section 2.6: Policies, Procedures, and Post Orders). Contractor shall be responsible for recruiting, hiring, and training all of the Contractor's employees. Contractor shall be responsible for providing all supplies necessary for the operation of the Facility, and for the maintenance and protection of all real and personal property.
- Contractor shall certify to Metro that the design services, as well as any construction, repair, or other infrastructure improvements made through this contract, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule dated November 16, 1999, which has been adopted by Metro. In addition, all communication is to be provided in accordance with section 508 of the Rehabilitation Act and the requirements of the Metro Code 2.212, titled Effective Communication with Individuals with a Disability.
- The Metropolitan Government of Nashville and Davidson County must approve any management contract between the Contractor and any private management firm to manage the Facility, as well as any substantive amendment to any such contract, including but not limited to, any amendment to per diem rates, pursuant to Metropolitan Code 4.12.240.

## Exhibit B – Scope of Services

- In the event of termination of the contract, Contractor shall surrender to Metro all juvenile files, fiscal records and any other records Metro deems necessary to continue operation of the facilities. Contractor shall also surrender all Facility keys and security access cards and any and all juvenile data collected and/or maintained by Contractor in any format over which the Contractor possesses or controls. Contractor shall not restrict the right of any employee of the Contractor from discussing and/or accepting employment by Metro, should Metro desire to terminate the contract and assume operation of the Facility or should Metro decide to contract with another company for management of the Facility. All Facility supplies, fixtures, furnishings, and equipment that were provided by Contractor may be purchased by Metro at the conclusion of this contract at the Contractor's cost, less depreciation using the straight-line method over a one (1) year period. The cost shall be determined by an independent appraisal to be secured by Metro.

### MINIMUM OPERATING STANDARDS

- Contractor shall operate and maintain the facility in compliance with the Standards, and Juvenile Court policies, rules, and regulations specified in writing by the Court. As noted, when differences between laws, court orders, and/or standards exist, the Contractor will follow the highest standards, as determined by Metro.
- The parties agree that Metro will incur costs and losses in the event of Contractor's failure to perform the required functions listed below and that precise computation of those costs and losses would be difficult. Accordingly, the parties agree that \$10,000 per documented incident of nonperformance represents a reasonable estimate of the damages Metro is likely to incur and that such amounts may be assessed to Contractor as liquidated damages, and not penalties. Liquidated damages may be taken in the form of credits against monies due to the Contractor. Contractor will pay Metro actual damages for any breach not specified in the below non-performance classification. The following shall be classified as non-performance; therefore, constitute grounds for the assessment of liquidated damages:
  - Repeated, documented incidences of the failure to comply with mandatory staffing ratios;
  - Repeated, documented incidences of the failure to comply with the Department of Children's Services solitary confinement regulations;
  - Repeated, documented incidences of failure to support approved programming provided to the juveniles at no additional cost to the Contractor;
  - Repeated, documented failures to report incidents to Metro Nashville Police Department, Department of Children Services, and/or the Contract Monitor as may be specified by the contract or as required by applicable law or policy; and,
  - Repeated, documented incidences of the introduction of contraband into the facility.

### GENERAL OPERATIONS

- Facility services and programs shall comply with the Standards and all applicable federal, state and local laws, and Juvenile court orders. When differences between laws, court orders, standards and practices exist, the highest authority, as determined by Metro, should be followed.
- Contractor is responsible for providing for the General and Facility operations, management, safety and security, housing and programming as established under this solicitation, Standards, and as requested and approved by the Juvenile Court Judge.
- Minimally, Contractor shall develop comprehensive policies, procedures, and post order, herein referred to as the "Manual" that are consistent with the Standards and Juvenile Court.
- Contractor shall cooperate with the Juvenile Court Contract Monitor, and allow for the immediate, complete, and unrestricted access to staff and juveniles; and all parts of the facility and records concerning the inspection, renovation, repair, maintenance, and operation of the facility at any and all times.
- Contractor shall adopt non-discriminatory employment practices consistent with the current practices of Metro. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, or age, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- Contractor shall provide for the care, welfare, control, safety and security to juveniles twenty-four (24) hours a day, seven (7) days a week. Contractor shall maintain a Central Control center which will be staffed and operated twenty-four (24) hours a day, seven (7) days a week.

## Exhibit B – Scope of Services

- Contractor shall staff the Facility twenty-four (24) hours a day, seven (7) days a week. Staffing patterns shall conform to the latest version of the ACA Standards for Juvenile Detention Facilities and current supplements. Staffing patterns shall be adequate to ensure continued juvenile surveillance and maintenance of security within the Facility. The staffing pattern must address treatment and other program(s), visitation, transportation, day-to-day maintenance and security needs of the facility.
- Contractor shall implement a system to physically count juveniles, properly notify appropriate personnel, and confirm increases and decreases in the population on a shift-by-shift basis.
- The use of physical force shall be limited to that authorized by federal, state and local law, and ACA Standards. The use of force policy must be reviewed and approved by the Juvenile Court Judge and Metro Department of Law.
- Contractor shall have a corporate office infrastructure to provide for the fiscal management of the Facility and includes the capacity for administrative oversight of and legal counsel for the Contractor that can provide an immediate response to Metro in the event that concerns arise with regard to the Contractor's performance.
- Contractor shall employ a Single Administrative Authority (SAA), referred to as the Facility Director, who is employed by the Contractor. The SAA shall manage the Facility and its personnel and programs.
- Contractor shall be responsible for recruiting, hiring and training all of the Facility's personnel to provide for and maintain the care, welfare, control, safety and security to juveniles in the Facility. Contractor shall maintain a roster of screened and trained full and part-time staff as necessary to maintain staffing ratios in compliance with ACA standards, industry standards, and facility specific policies regarding staff to youth ratios and that specifically does not rely upon regularly scheduled, mandatory overtime on the part of staff in order to maintain required staff / juvenile ratio. All staffing plans must be approved in writing by Contract Monitor prior to implementation. A personnel record shall be maintained on each employee by Contractor. Facility employees must be properly trained and have appropriate credentials to perform assigned duties.
  - Staff to resident coverage ratio of 1:8 for purposes of Direct/Continuous supervision on day (6 a.m. – 2:00 p.m.) and evening (2 p.m. – 10:00 p.m.) shifts, and 1:16 on night (10:00 p.m. – 6:00 a.m.) shift and that does not include administrative, nursing, housekeeping, maintenance, or other personnel not trained in the direct care supervision of detained youth as part of the personnel count used to satisfy the 1:8 and 1:16 staff to youth ratio. Case Manager/Counselor for 1:16 Staffing Plan that allows for Case Management and Recreational coverage on day and evening shifts seven (7) days a week.
- Contractor shall maintain permanent Juvenile records and reports relevant to the operations of the Facility. Contractor must have the ability to assist the Court in monitoring the operation of the Facility and contract performance by providing information in the form of reports that will evaluate the management of and programs and services provided for the Facility on a monthly basis. Contractor shall be required to provide all reports necessary for monitoring of compliance purposes (See Schedule of Reports).
- Contractor shall maintain documentation for all charges against Metro under the contract. The books, records, and documents of Contractor insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three full years from the date of final payment and shall be subject to audit, at any reasonable time and upon reasonable notice by Metro. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Audit Manual Standards and Procedures, published by the Comptroller of the Treasury, State of Tennessee.
- Contractor takes possession of the Facility in an "as is" condition. Contractor shall have the exclusive use of movable equipment and perishables purchased by Metro for the Facility during the term of the contract unless otherwise stated within the solicitation and/or resulting contract. Contractor shall be responsible for providing all perishables and supplies to maintain the operations of the Facility during the term of the Contract. Supplies and perishables purchased by the Contractor during the term of this contract shall become the property of Metro upon termination of this contract. At no time will the Facility, furnishings, fixtures and equipment be used for any purpose not directly related to the care of the juveniles in the Facility, without the written permission of the Juvenile Court Judge.
- The Facility is currently appointed with some fixtures, furnishings, and equipment. Contractor shall provide any additional fixtures, furnishing and equipment (FF&E) that are necessary for Contractor provided/initiated programs offered as a part of its' Juvenile Detention Facility Management. These items are submitted to the Court for approval prior to placement. If, during the term of the contract, the Contractor purchases any equipment of a different type not previously existing at the facility and listed on the inventory conducted pursuant to Section 3.1: Inventory; it may be purchased by Metro at the conclusion of this contract at the Contractor's cost, less depreciation using the straight line method over a one-year period. The cost shall be determined by an independent appraisal to be secured by Metro.
- Contractor shall maintain all fixtures, furnishings, and equipment (FF&E) located within the detention facility spaces in a good state of repair and appearance. Contractor shall maintain and provide service maintenance agreements and schedules for all FF&E maintenance not otherwise provided by Metro General Services

## Exhibit B – Scope of Services

department. Metro Juvenile Court shall have the right to review the Contractor's maintenance program(s), and to audit the program at any time.

- Contractor shall use and implement any and all Assessment Tools recommended and approved by the Juvenile Court Judge.
- Contractor shall provide accessible phone services for juveniles to communicate with approved contacts in compliance with the Standards and Juvenile Court. Contractor shall not deny a juvenile access to phone services as a form of punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor. The phone service shall be provided at no cost to the juveniles and their approved phone contacts. Neither the Contractor nor Juvenile Court can profit monetarily from said phone services.
- Contractor shall provide effective evidenced-based or aligned Positive Youth Development enrichment programs to focus on trauma and mental health in youth behavior, as approved by the Juvenile Court Judge. Contractor shall not unreasonably cancel, reschedule, or deny a youth access to said program as a form of discipline or punishment.
- Contractor shall maximize the use of TennCare and other funding sources for therapeutic interventions (e.g., CBT, Drug and Alcohol treatment services) to assist individual youth and groups of youth while detained in the Facility.
- Contractor shall provide a full-time on-site certified Licensed Professional Counselor (LPC) or Licensed Clinical Social Worker (LCSW) on staff and 24/7 on-call Psychiatrist.
- Contractor shall provide a certified and Licensed medical "on call" physician to perform all regular physicals for youth detained.
- Contractor shall provide a certified registered dietician/nutritionist to approve master cycle menus and special diet menus.
- Contractor must allow Metro to provide additional supplemental medical, therapeutic, or psychiatric staff, and must allow outside providers approved by the Juvenile Court Judge, if such services will be provided at no additional cost to the Contractor.
- Contractor must ensure youth have access to prescribed medication within seventy-two (72) hours of arrival to the Facility and access to prescribed medications throughout the length of their stay. The Contractor shall make and document all reasonable efforts to obtain the approval from the parent or guardian, to administer prescribed medications.
- Contractor shall implement alternative behavior management options and responses to reduce the use of isolation of youth. Contractor shall not use isolation as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.
- Contractor is a mandatory reporter under T.C.A. § 37-1-403 and T.C.A. § 37-1-605, and shall immediately or as soon as reasonably possible report all known or suspected brutality, injury to a juvenile on premises, abuse, neglect, and child sexual abuse (e.g., sexual contact between a detainee(s) and staff) to the Department of Children's Services, Metropolitan Nashville Police Department, and Contract Monitor.
- Contractor shall attempt at all times to deter escapes, riots, and threats to security.
- Contractor shall attempt at all times to minimize the ingress of contraband into the Facility by both staff and visitors.
- Contractor shall at all times attempt to maintain a drug free work force. Contractor shall conduct drug testing on all job applicants prior to employment and shall randomly test employees thereafter, at Contractor's expense.
- Contractor shall at all times attempt to maintain a work environment that is trauma-informed and free from neglect and abuse.
- Contractor shall not publish any finding(s) based on data obtained from the operation of the contract without the prior written consent of Metro.

### ARTICLE I OVERSIGHT - FACILITY CONTRACT MONITOR AND REPORT SCHEDULE

#### Section 1.1: Oversight

1. Metro Juvenile Court has the right and authority under this Contract to monitor Contractor's performance hereunder. Metro Juvenile Court will staff the Contract Monitor function with one (1) position to be located at the Juvenile Court. Metro shall notify the Contractor in writing of the identity of any Contract Monitor. An individual acting as a Monitor may be changed during the term of the contract at Metro's discretion.

## Exhibit B – Scope of Services

2. Contractor shall have no control over the activities of the Contract Monitor, supervisory or otherwise. Contractor shall not provide the Contract Monitor or other Metro personnel with gifts or any form of compensation at any time.
3. Monitoring shall include, but not be limited to, observing and reporting on the day-to-day operational performance of the Contractor regarding compliance with all terms and conditions of this contract. Such monitoring, or failure to monitor, shall not relieve Contractor of its responsibility, obligation, and liability under this Contract. The aforementioned procedures are only general guidelines for monitoring. Contract and program-specific guidelines will be developed when applicable.
4. Contract Monitor will conduct periodic, scheduled and unannounced inspections of the Facility during the term of the contract. Contract Monitor may at any time review the Facility operational records, budget and financial documents, incident reports, meeting minutes, investigative reports, juvenile records, personnel files, mental health/medical records, and any other records concerning Contractor's operation of the Facility.
5. Contractor agrees to cooperate with Metro Juvenile Court in their contract monitoring efforts through such means as may be requested from time to time, including, but not limited to, the reporting of information as requested.

### Section 1.2: Contract Monitor Roles and Responsibilities

1. Contract Monitor is assigned to monitor and oversee the implementation of the Contract and to act as the Court's designee. Contract Monitor is responsible for providing on-site monitoring of the quantity and quality of services required, reporting obligations of the Contractor, and carrying out the liaison responsibilities between the Court and the Contractor on all matters pertaining to the operation and management services of the Facility.
2. Contract Monitors' duties and primary responsibilities shall consist of monitoring for program effectiveness, contract compliance, and compliance with the American Correctional Association (ACA) Standards for Juveniles, Rules of Tennessee Department of Children's Services (DCS) Minimum Standards for Juvenile Detention Centers and Temporary Holding and Prison Rape Elimination Act (PREA), other standards that may be mutually agreed upon between the Contractor and Metro, and all applicable federal, state, and local laws and regulations.

### Section 1.3: Contract Monitor Access

1. Contract Monitor shall have immediate, complete, and unrestricted access to all parts of the facility and records concerning the inspection, renovation, repair, maintenance, and operation of the facility at any and all times.
2. Contract Monitor shall have immediate, complete, and unrestricted access to any and all juveniles and access at a reasonable time and place to all Contractor Administrative staff and employees.
3. Contract Monitor shall have immediate, complete, and unrestricted access to any and all meetings, staffings, and hearings which in any way pertain to the obligations of Contractor under this Contract.
4. Contract Monitor shall have immediate, complete, and unrestricted access to any and all documents in any way pertaining to the obligations of Contractor under this Contract, including but not limited to, Facility operational records, budget and financial documents, incident reports, meeting minutes, investigative reports, juvenile records, personnel files, mental health/medical records, and any other records concerning Contractor's operation of the Facility. In the event that any such document is not located on the facility site, upon request, Contractor agrees to provide the Monitor with a copy of the document within seventy-two (72) hours of the request.

### Section 1.4: Meetings

1. Minimally, the Contract Monitor meets with appropriate Contractor personnel weekly.
2. Contractor agrees to hold scheduled weekly meetings and as other determined with the Contract Monitor to report on the operations of the facility and to respond to any questions raised by the Contract Monitor. The Contract Monitor shall have the right to request called meetings as needed. Contractor agrees that a representative of the Contractor having at least supervisory responsibility and authority shall be in attendance at said meetings to address the issues raised by the Contract Monitor.
3. Contractor's performance, including contract non-compliance, will also be discussed in such meetings. Time frames and actions for correcting any deficiencies will be discussed at these meetings.

## Exhibit B – Scope of Services

4. Contractor agrees to notify the Contract Monitor of the time, place, and agenda at least twenty-four (24) hours in advance of any such meeting or hearing, unless it is not reasonable to provide said notice, in which case the applicable Monitor shall be notified simultaneously with the other participants.

5. Contractor ensures the Contract Monitor is advised and invited to participate in all external compliance monitoring processes, Contract Monitor receives copies of all audits and evaluations directly related to the operation of the Facility.

### Section 1.5: Incident Reports

1. Incident Reports shall be reviewed by the SAA or designee, and Contract Monitor.

2. Incidents Reports shall be approved by the Shift Supervisor.

3. Contractor shall submit approved incident reports electronically via e-mail to the Contract Monitor. Incident reports may be submitted in a legibly hand-written format to the Contract Monitor, as a scanned document, to expedite the timely submission of a serious incident from any and all staff involved.

4. All incident reports shall be forwarded to the Contract Monitor within twenty-four (24) hours of the incident.

### Section 1.6: Serious Incidents

1. Serious Incident Reports shall be reviewed by the SAA or designee, and Contract Monitor.

2. Serious Incident Reports shall be approved by the Shift Supervisor.

3. Contractor shall submit all Serious Incident Reports electronically via e-mail to the Contract Monitor. Serious Incident Reports may be submitted in a legibly hand-written format to the Contract Monitor, as a scanned document, to expedite the timely submission of a serious incident from any and all staff involved.

4. Serious incidents include, but are not necessarily limited to the following: death, a fire that affects institutional operations, riot, work stoppage, suicide, escape, alleged abuse by staff, the taking of a hostage, use of restraints, or other use of force on a juvenile, introduction of a firearm into the facility, introduction of an unauthorized wireless mobile device into the facility, seizure of contraband devices, weapons or controlled substances, assault on staff requiring hospitalization, assault on juvenile requiring hospitalization, and use of physical force other than soft hand control by staff.

5. These types of incidents and any incident that involves radio dispatch of an emergency vehicle or notification of corporate headquarters should be considered by the Facility administrator as immediately reportable to the Contract Monitor and/or the on-call Judicial Officer by telephone, with an electronic written report to follow. Such incident reports shall contain the following information at a minimum: name of juvenile, incident offense, incident location and nature of incident, juveniles involved, status as a transfer juvenile as applicable, staff involved, and incident resolution.

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

7. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week within the event occurrence. (See Schedule of Reports).

### Section 1.7: Internal Investigations

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



## Exhibit B – Scope of Services

### Section 1.8: Disciplinary Offenses

1. Disciplinary Offenses are divided into major and minor categories subject to approval by the Juvenile Court Judge. Major disciplinary offenses will likely include, but not be limited to, assault causing bodily injury or death, malicious destruction of property, arson, escape, possession of contraband weapons or controlled substances, and sexual misconduct. Minor disciplinary offenses will likely include, but not be limited to, fighting, disorderly conduct, and being in an unauthorized area. Contract Monitor must have access to all disciplinary and appeal hearing reports.

### Section 1.9: Reports

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

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

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

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

5. Contractor shall not destroy any document related in any way to the Contractor's performance under the Contract without the prior written consent of the Contract Monitor.

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

### Section 1.10: Corrective Action

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

### Section 1.11: Immediate Corrective Action

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

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

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

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

## Exhibit B – Scope of Services

### ARTICLE II

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

##### Section 2.1: Administration

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

##### Section 2.2: Fiscal Management

1. Contractor shall prepare and distribute to the Court the following documents: annual budget specific for operation of the facility, monthly income and expense/profit and loss statements specific to the operation of the facility, to include all personnel and non-personnel expenses related to the operation of the facility. Contractor will also provide an annual report of audited expenses for operation of the facility as verified by a third-party independent agency citing the reported expenses as accurately characterized shared, direct, or indirect expenses related to the operation of the facility.

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

##### Section 2.3: Public Relations

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

##### Section 2.4: Accreditation

1. Contractor shall maintain ACA accreditation for the facility, including compliance with 100% of the mandatory ACA standards and a minimum of 90% of the non-mandatory ACA standards at all times.

2. Contractor shall maintain and provide documentation to the Juvenile Court of proper DCS licensing.

##### Section 2.5: Audits

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

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

1. Minimally, Contractor shall develop comprehensive policies, procedures, and post orders ("the Manual") consistent with the Standards and Juvenile Court.

2. Contractor shall provide to the Contract Monitor both a hard copy of the Manual and electronic copy on a flash drive within thirty (30) days of contract effective date. The Manual shall be subject to the written approval of the Juvenile Court Judge or authorized designee. Any additions, deletions and/or modifications in the Manual that governs the operation of the Facility are also subject to the written approval of the Juvenile Court Judge or authorized designee.

3. Contractor shall also include any other policies, procedures, and post orders as requested by the Juvenile Court Judge, including, but not limited to the following:

- a) Waking hours for juveniles,
- b) Reducing the Use of Isolation,
- c) Respecting LGBTQI Youth,
- d) Juvenile Searches and the control of contraband,
- e) Escapes;
- f) And, use of force policy (Shall be approved by the Metro Department of Law).

## Exhibit B – Scope of Services

4. Contractor shall make the Manual available to personnel, review it at least annually, and update it as needed. Contractor personnel shall be trained on all Contractor policies, procedures, and post orders. However, the Manual and corresponding post orders shall not be altered, amended, modified, revised, or supplemented without the prior written approval of the Juvenile Court Judge or authorized designee. Unless the Juvenile Court Judge or authorized designee provides written notice of acceptance of the proposed manual changes with thirty (30) days of receipt, Contractor shall consider the proposed changes rejected. If health or security concerns require a more expedited resolution, the parties shall work together to address the issue as soon as reasonably possible. Contractor shall implement and adhere to the provisions of the manual throughout the term of this Contract.

### Section 2.7: Personnel

1. Contractor shall provide necessary personnel to deliver twenty-four (24) hour care and supervision of juveniles, as well as administrative and support service personnel for the overall operation of the Facility. Staffing shall be in compliance with the Standards.

2. All prospective employees must be at least 21 years of age and meet security clearance requirements to work in the Facility.

3. Contractor shall conduct pre-employment and annual employment history and reference checks on prospective employees. Contractor will also ensure each prospective employee completes the following:

a) Security Clearance Application and Release Authorization Form.

b) Undergoes the following background checks:

1. A pre-employment background check consisting of an NCIC criminal History check or criminal history check by the Metropolitan Nashville Police Department.

2. Fingerprint search through the Tennessee Bureau of Investigation and eVerify.

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

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

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

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

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

### Section 2.8: Training

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

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

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

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

## Exhibit B – Scope of Services

### Section 2.9 Facility Reports

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

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

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

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

### Section 2.10 Juvenile Records

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

### Section 2.11: Volunteers

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

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

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

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

## Exhibit B – Scope of Services

3. Contractor will be assigned computer terminals that will provide access to the Juvenile Information Management System. In order to promote efficient operations and maintain JIS network security, PC's provided by Metro will be configured by Metro JIS personnel for limited internet connectivity as determined necessary for business-related purposes. Similarly, any contractor owned PC asset that connects to the Metro JIS network may be subject to any internet connectivity restrictions as may be deemed necessary to ensure network security integrity. Contractor is responsible for maintaining, storing, and protecting data for any system other than the above-referenced Juvenile Information Management System (JIMS), which is planned for purchase by Juvenile Court. Should Metro network accounts be required, then all of Metro's information security policies should be enforced, including the signing of the Acceptable Use Policy. See attached Acceptable Use Policy and link to Information Security Policies.
4. Contractor shall provide both computer hardware and software for management of information necessary to the operation of the detention center. Such software shall be compatible with Metro, JIS and state programs and systems. The information system of Contractor must be capable of providing information on juveniles and summary statistical information. Any network devices connected to the Metro network beyond the current provided computer terminals are subject to reimbursement to the court in the form of an invoice credit for the network service fee paid by the Court to Metro for every network connected device, or via direct billing to Contractor.
5. It is the responsibility of the contractor to maintain computer assets necessary to efficient operations (as determined by Metro) in good working condition. Contractor must have available on-site staff IT resources to resolve contractor-owned computer hardware and software issues, or contract with a Metro-approved local company to provide on-site IT support to the Contractor. Juvenile Court and Metro JIS resources will provide support only to Metro-owned PC assets, and no computer support will be provided for non-Metro owned computers or network devices.
6. Contractor is obligated to support the transition from the current manual juvenile information record – keeping system and fully support the implementation and use of an automated Intake & Releasing / Detainee population management database system, whether such system is provided by the Contractor or provided to the Contractor by Metro.
7. Additional monthly Metro ITS charges will apply for any additional Metro network email accounts for Contractor personnel established beyond those currently existing and are subject to the same above-noted payment/reimbursement mechanism.
8. Contractor is responsible for the cost and maintenance of the Facility computers/electronics.
9. Metro is responsible for the cost and maintenance of Metro computers/electronics.
10. See attached schedule for minimum requirements for Facility Management Information Systems.

### ARTICLE III FACILITY OPERATIONS: FURNISHING, FIXTURES, EQUIPMENT

#### Section 3.1: Inventory

1. At least thirty (30) days following the effective date of this contract, Metro Juvenile Court Representative(s) and Contractor shall conduct a joint inventory to document the FF&E in place at the Facility. Contractor shall maintain a system to inventory Metro and Contractor furnishings, fixtures, equipment, and any other property. An annual inventory of all property in the Facility is submitted to the Contract Monitor in a format determined by the Contractor and approved by the Court (See Schedule of Reports).

#### Section 3.2: Repair and Replacement

1. Parties shall work in good faith to maintain the facility in good condition and to obtain all necessary repairs in a cost-effective manner. Metro is responsible for the repair and replacement of the existing Metro furnishings, fixtures, and equipment (FF&E) that become necessary as a result of normal use, wear, and tear with the exception of program related furnishings, fixtures, or equipment.

2. Program related furnishings fixtures, and equipment (FF&E) items that are unique to a program but not a typical office setting but must be enhanced to be effective for use in that program repair or replacement cost is the responsibility of the Contractor. Examples of program related program FF&E include, but are not limited to, laundry, ice machine, or kitchen equipment or heavy-duty or specialized locks.

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

## Exhibit B – Scope of Services

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

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

### Section 3.3: Major Repairs

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

### Section 3.4: Renovations

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

### Section 3.5: Damages Due to Negligence

1. Contractor is responsible for the repair or replacement costs of any furnishings, fixtures, or equipment (e.g., plumbing, lighting, windows, and locks) damaged by juveniles, staff, visitors, or otherwise damaged as a result of negligence or improper management. The origin or cause of damage need not be established for Metro to require that Contractor meet its replacement or repair obligations.
2. Contractor shall be responsible for and pay damages caused by said negligence, and as determined by the Metro Legal Department.

### Section 3.6: Preventative Maintenance

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

### Section 3.7: Maintenance Agreement and Schedules

1. Contractor submits to Metro Juvenile Court a housekeeping plan for routine and periodic intensive cleaning and care of the Facility and contents. Contractor is responsible for daily cleaning, sanitation, and a schedule of deep cleaning in accordance with said plan. Contractor shall meet or exceed all ACA Accreditation sanitation inspections requirements.
2. Contractor shall comply with reasonable audit recommendations. Maintenance agreements are provided to the Court semi-annually (See Schedule of Reports).
3. Contractor shall be responsible for the maintenance/upkeep and protection of all real and personal property associated with or a part of the Facility.

### Section 3.8: Building Sanitation and Hygiene

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

## Exhibit B – Scope of Services

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

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

### ARTICLE IV FACILITY OPERATIONS: SAFETY AND SECURITY

#### Section 4.1: Central Control

1. Central Control shall be staffed by a minimum of one (1) staff person at all times. Staff identified for the operation of Central Control shall not be used in a count determining the staff to juvenile ratio. Access to Central Control shall be controlled and limited. Central Control shall monitor and be responsible for juvenile counts, key control, and coordination of the internal and perimeter security network. In general, it shall serve as the operations and communication center for the Facility. Central Control shall report any problems with cameras or other safety/security concerns related to the physical building to the SAA and the Contract Monitor IMMEDIATELY or as soon as reasonably possible. Contractor is responsible for the housekeeping and preventative maintenance of Central Control and all electronics therein.

#### Section 4.2: Security and Control

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

#### Section 4.3: Safety and Emergency Procedures

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

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

#### Section 4.4: Juvenile Head Counts

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

## Exhibit B – Scope of Services

### Section 4.5: Weekly Inspections of Safety Equipment

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

### Section 4.6: Contraband

1. Contractor shall establish policies and practices for random room searches in compliance with the Standards. Room searches shall be exhaustive and conducted on a regular basis. Room searches are not to be used as a form of discipline or punishment. Contractor must establish policies and practices to search all staff and visitors before entering the Facility. Staff and visitors entering the Facility shall be searched electronically and/or any other means as deemed necessary to prevent the introduction of contraband into the facility. All visitors to the Facility suspected of bringing alleged contraband into the Facility shall be reported. Staff bringing alleged contraband into the Facility shall be reported to the Authorities as contributing to the delinquency of a minor and prosecuted accordingly. Contractor must take reasonable precautions to prevent youth from obtaining contraband from people outside the Facility (i.e., contraband thrown into the recreational area). Contraband is reported as an incident report (See Schedule of Reports).

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

1. Contractor shall establish policies to deter staff from contributing to the delinquency of a minor. Staff allowing or encouraging fighting or other delinquent behavior between youth shall be reported to the Authorities as contributing to the delinquency of a minor and prosecuted accordingly. This is considered a serious incident (See Section 1.6).

### Section 4.8: Escapes

1. Escapes are considered Serious Incidents. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week of the event occurrence (See Schedule of Reports).

2. Contractor shall attempt at all times to use safe means to prevent escapes and attempted escapes to the Facility. Minimally, the Facility Director shall conduct quarterly escape response drills. The Facility Director shall monitor employees' compliance with all safety-related policies and procedures, including escape response plans. Means of escape prevention cannot endanger or cause harm to an escaped youth. Staff shall not attempt to apprehend an escaped youth. Staff shall immediately follow all notification procedures.

3. Contractor shall NOT attempt any hot pursuit to apprehend youth who have escaped from the Facility.

4. If an escape does occur, the Facility shall without delay IMMEDIATELY complete the following notifications:

a. Call 911,

b. Notify the Facility Director or designee in the absence of the Facility Director;

c. And, notify the Contract Monitor.

5. Staff shall IMMEDIATELY lock-down the Facility and juveniles.

6. Staff shall IMMEDIATELY secure the area where the escape occurred.

7. Staff shall IMMEDIATELY conduct a physical head count and picture verification of the juveniles to determine who escaped.

8. Staff shall maintain the normal security posture of the post and follow any and all staff responsibilities as mandated by policy.



## Exhibit B – Scope of Services

9. Contractor may be required to reimburse Metro for the actual reasonable and necessary cost of returning escapees to the Facility upon receipt of documentation of such cost, and as determined by the Metro Legal Department.

### Section 4.9: Riots

1. Riots are considered Serious Incidents. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week within the event occurrence (See Schedule of Reports).

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

3. If a riot does occur, the Facility shall without delay IMMEDIATELY complete the following notifications:

a. Call 911,

b. Notify the SAA or designee in the absence of the SAA;

c. And, notify the Contract Monitor.

4. The Facility shall IMMEDIATELY follow all subsequent notification procedural duties as mandated by policy.

5. Contractor shall IMMEDIATELY secure the area where the riot occurred.

6. Contractor shall IMMEDIATELY lock-down the Facility and juveniles.

7. Contractor shall IMMEDIATELY conduct a physical head count and picture verification of the juveniles.

8. Contractor shall IMMEDIATELY provide medical care services to juveniles harmed in a riot.

9. Contractor shall IMMEDIATELY provide medical care services to Contractor's personnel harmed in a riot.

10. Contractor shall maintain the normal security posture of the post and follow any and all staff responsibilities as mandated by policy.

11. Contractor may be required to reimburse Metro for the actual reasonable and necessary cost of fixing damages to FF&E occurred during the riot upon receipt of documentation of such cost, and as determined by the Metro Legal Department.

### Section 4.10: Disciplinary Procedures

1. Discipline is used to address juvenile behavior consequence. Contractor shall develop all juvenile disciplinary policy and procedures in compliance with the Standards. Contractor shall integrate the disciplinary process into the "Behavioral Management" program. Included in the disciplinary process must be evidence of "step down" strategies and use of "time out" as an alternative intervention.

2. Isolation is not used as a form of discipline.

3. Contract Monitor receives copies of all disciplinary reports within twenty-four (24) hours (See Schedule of Reports).

### Section 4.11: Use of Force

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

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

## Exhibit B – Scope of Services

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

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

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

### ARTICLE V

#### FACILITY OPERATIONS: JUVENILE SERVICES

##### Section 5.1: Intake (Admission), Personal Property, and Release

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

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

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

4. Contractor is required to follow procedures established by the Juvenile Court that may include an Assessment Tool to determine whether or not a juvenile is detained in secure care or released as non-detainable.

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

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

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

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

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

##### Section 5.2: Classification and Orientation

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

## Exhibit B – Scope of Services

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

3. Contractor shall provide orientation for detained juveniles within twenty-four (24) hours of secure housing. This includes providing an orientation guidebook to the juveniles.

### Section 5.3: Case Management

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

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

1. Contractor shall utilize Positive Behavioral Interventions and Supports (“PBIS”) in all aspects of detention, including programs and services, throughout the life of the contract. Contractor shall ensure that all employees are trained in a traumatic stress response system to address the needs of juveniles who have experienced traumatic stress. Contractor must document juvenile behavior, including all disciplinary violations and incidents.

### Section 5.5: Educational Services

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

### Section 5.6: Food Service

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

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

3. Contractor’s registered dietician must approve the master cycle menu and special diet menus.

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

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

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

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

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

## Exhibit B – Scope of Services

### Section 5.7: Grievance Program

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

### Section 5.8: Laundry and Clothing Services

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

### Section 5.9: Library

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

### Section 5.10: Mail Service

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

### Section 5.11: Medical/Dental Services

1. Contractor shall provide medical and dental services in compliance with the Standard.
2. Unless the juvenile is in the custody of the Department of Children’s Services or the juvenile has medical insurance coverage under TennCare or third-party private insurance, then Contractor will be responsible for the payment of all medical costs, including but not limited to:
  - a) all care provided within the facility;
  - b) all outside physician visits and other out-patient treatment, including dental, psychological, and/or psychiatric;
  - c) all medically related transportation;
  - d) all in-patient hospital costs, including hospitalization for psychiatric reasons.
3. The Privacy Rule from the Health Insurance Portability and Accountability Act of 1996 (HIPAA) contains requirements regarding the use and disclosure of protected health information. One of these requirements is to secure a written agreement from entities meeting the definition of "Business Associate." A "Business Associate" for Metro is defined as a company or person, outside of Metro's workforce, who on behalf of Metro provides a service or function that involves the use or disclosure of individually identifiable health information to perform the service or function. This is included as part of the Metro Information Security Agreement and will be included as part of the resulting contract as an exhibit.
4. Contractor shall provide an “on call” physician to perform all regular physicals for youth detained. Contractor shall notify the Court should there be a juvenile with any suspected communicable disease, and of any juvenile who is medically fragile.
5. Contractor to provide medical, dental and medication services in compliance with the Standards and shall include, but not be limited to:
  - a) Juvenile access to twenty-four (24) hour a day, seven (7) days a week emergency medical, psychiatric, and dental care provided by certified, licensed or registered health care professionals;
  - b) At least sixteen (16) hours per day, (7) seven days a week on-site nursing care (proposals shall specify LPN and RN coverage);
  - c) Initial health care screening;

## Exhibit B – Scope of Services

- d) Triaging of complaints seven (7) days a week;
- e) Sick call (proposals shall specify frequency);
- f) Maintenance of medical health records;
- g) Ancillary services (e.g., radiology, laboratory, etc.);
- h) Pharmaceutical services and supplies;
- i) Optometry services;
- j) Health education;
- k) Hospitalization services;
- l) Counseling programs including at a minimum anger management, substance abuse counseling, crisis counseling, and case management; and,
- m) Dental care

### Section 5.12: Phone Services

1. Contractor will provide reasonable telephone access to the juveniles in compliance with the Standards. Neither the Contractor nor Juvenile Court will benefit from monetary proceeds from said phone services. Provision shall be made to allow phone calls from the juvenile's approved contact list necessary to the well-being of the child without cost to the family or child.

2. Contractor shall immediately report, or as soon as reasonably possible, to the Contract Monitor when phones are not working. Phone service shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

### Section 5.13: Program Services

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

### Section 5.14: Recreation/Services

1. Contractor shall provide recreational opportunities and leisure time programs in compliance with or exceed the Standards. Metro provides exercise equipment and a recreation area for a variety of indoor and outdoor activities. Recreation shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

### Section 5.15: Religious Services

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

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

1. Contractor shall provide sanitary and hygienic toiletries and bedlinens in compliance with the Standards.

2. Contractor shall be responsible for providing each juvenile with clean bed linens (including pillowcases, sheets, and blankets) and towels.

3. Contractor shall ensure the issue of clean usable bed linens, towels, shoes, and clothing to all juveniles with provision for exchange or laundering.

4. Contractor shall provide each juvenile with the following articles for personal hygiene: soap, toothbrush, toothpaste, comb/brush, toilet paper, deodorant and all other necessary sanitary supplies.

### Section 5.17: Transportation Services

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

## **Exhibit B – Scope of Services**

### **Section 5.18: Visitation**

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

### **Section 6.0 – Alternate location operations**

1. In the event that the facility, which is part of the Juvenile Justice Center (JJC) at 100 Woodland Street, is required to be temporarily closed for necessary repairs or renovations to the JJC, the Contractor shall fully support the continued provision of all contracted services at alternate locations as may be provided by Metro.

**Exhibit C - ISA Terms and Conditions****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 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 REM**

### **Remote Access to Metro Government Network/System**

#### **1 B2B VPN or Private Circuit Requirements.**

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

#### **2 Requirements for Dial-In Modems.**

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

#### **3 System / Information Access.** 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 Remote Access Account Usage.**

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

## **5 Metro Government Network Access Requirements.**

- 5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
  - 5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
  - 5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
  - 5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

## **6 Use of Remote Support Tools on Metro Government Network.**

- 6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

## **7 Remote Control Software**

- 7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2 Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each 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.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4 Remote Control Software shall not provide escalation of user account privileges.
- 7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

**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 execution of Contract 6485978 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 **Youth Opportunity Investment, LLC** ("**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 **Youth Opportunity Investment, LLC**
- 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 as of [ **Insert date** ] 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2021

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).

PRODUCER Shepherd Insurance, LLC 111 Congressional Boulevard Suite 100 Carmel IN 46032	CONTACT NAME: Dawn Bryant-Smith
	PHONE (A/C, No, Ext): (317) 846-5554
	FAX (A/C, No): (317) 846-5444
E-MAIL ADDRESS: dsmith@shepherdins.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Beazley Insurance Company	NAIC # 37540
INSURER B : National Liability & Fire Company	20052
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2032004193

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	Y		W283B4200201	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	OTHER:						MED EXP (Any one person) \$ 2,500	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000	
	<input type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	<input type="checkbox"/> UMBRELLA LIAB	Y		73APB003813	03/18/2020	03/21/2021	Deductible \$ 250,000	
	<input type="checkbox"/> EXCESS LIAB						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	DED \$ RETENTION \$						BODILY INJURY (Per person) \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
A	Professional Liability/Sexual Abuse			W283B4200201	08/01/2020	08/01/2021	Comp/Coll Ded. \$ \$1,000/\$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract Number 6485978

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are additionally insured with respect to general &amp; auto liability per attached endorsements.

Cyber Liability coverage is provided under Policy #ESI0013990895 by Certain Underwriters at Lloyd's, London at a limit of \$5,000,000 &amp; effective dates of 2/20/2020 to 3/21/2021.

## CERTIFICATE HOLDER

## CANCELLATION

Purchasing Agent, Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2021

**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).**

<p><b>PRODUCER</b> WorkComp Solutions, Inc. 5143 South Lakeland Drive, Suite 1 Lakeland, FL 33813</p> <p>www.workcompsolutionsfl.com</p>	<p><b>CONTACT NAME:</b></p> <p><b>PHONE (A/C, No, Ext):</b> 863-646-4642      <b>FAX (A/C, No):</b> 863-646-3521</p> <p><b>E-MAIL ADDRESS:</b></p>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Bridgefield Casualty Insurance Company	<b>NAIC #</b> 10335
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 59900937 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<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 <input type="checkbox"/> N/A			0196-44741	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

30 Day Notice of Cancellation Applies  
Contract Number: 6485978

**CERTIFICATE HOLDER** **CANCELLATION**

Purchasing Agent, Metropolitan Government of Nashville & Davidson County, Metro Courthouse Nashville TN 37201	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  Darrell J. Mills
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**Metropolitan Government of Nashville and Davidson County**

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

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

Your Firm's Name: **Youth Opportunity Investments, LLC**

Solicitation Title: **Juvenile Justice Facility Management Services**

Solicitation Number: **RFQ 57122**

Date: **12-Oct-20**

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	OTHER	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
Palate, Inc.	175 Lafayette St.	Nashville	TN	37210	Patrick Swett	<a href="mailto:patricklamontswett@gmail.com">patricklamontswett@gmail.com</a>	(615) 521-4011	Yes	Select	Yes	Select	Select	Select	Dietary Services	\$1,650,000	6.00%
Dr. Jan A. Mayer	P.O. Box 150025	Nashville	TN	37215	Dr. Jan Mayer	<a href="mailto:jan.mayer@gmail.com">jan.mayer@gmail.com</a>	(615) 945-0742	Select	Select	Select	Select	Select	Select	Physician and Psychiatric Services	\$180,000	0.71%
Jared Prentiss	404 BNA Drive, Suite 200	Nashville	TN	37217	Jarred Prentiss	<a href="mailto:Office@Prentisscac.com">Office@Prentisscac.com</a>	(615) 669-5605	Select	Select	Select	Select	Select	Select	Licensed Mental Health Professional	\$108,000	0.43%
Greene Military	2602 Lebanon Pike	Nashville	TN	37214	Mary Sanders	<a href="mailto:mary@greenemilitary.com">mary@greenemilitary.com</a>	(615) 232-0320	Select	Yes	Select	Select	Select	Select	Staff Uniforms	\$200,000	0.80%
Woodcuts Framing	1613 Jefferson Street	Nashville	TN	37208	Nathaniel Harris	<a href="mailto:woodcutsart@yahoo.com">woodcutsart@yahoo.com</a>	(615) 321-5357	Yes	Select	Select	Select	Select	Select	Custom Framing	\$52,500	0.20%
Del Mar Lighting, LLC	829 Pipers Lane	Brentwood	TN	37027	Peter K. Caldwell	<a href="mailto:caldwell.p@comcast.net">caldwell.p@comcast.net</a>	(615) 376-4566	Select	Select	Yes	Select	Select	Select	Plumbing and Lighting Products (indoor/outdoor applications)	\$253,000	1.00%



## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

12/1/2020 | 3:08 PM CST

Mr. James C. Hill, Jr.  
Youth Opportunity Investments, LLC  
90 Executive Drive  
Carmel, IN 46032

Re: **RFQ #57122, Juvenile Justice Facility Management Services**

Dear Mr. Hill:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ# 57122, Juvenile Justice Facility Management Services. This letter hereby notifies you of Metro's intent to award **to Youth Opportunity Investments, LLC**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) 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 **Christopher Wood**, BAO Representative, at **615-862-6710** or at **Christopher.Wood@nashville.gov**.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer, **Terri Ray** by email at **terri.ray@nashville.gov**, Monday through Friday between 8:30am and 3:30pm.

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

Sincerely,

*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.

Procurement Division

730 Second Avenue South, Suite 112  
P.O. Box 196300  
Nashville, Tennessee 37219-6300

[www.Nashville.gov](http://www.Nashville.gov)  
Phone: 615-862-6180  
Fax: 615-862-6179



## RFQ 57122 - Juvenile Justice Facility Management Services Scoring and Justification

Evaluation Criteria/Offeror	Rite of Passage, Inc	Youth Opportunity Investments, LLC
<b>Cost (35 Points)</b>	33.17	35
<b>Qualifications and Experience (20 Points)</b>	15	18
<b>Operational Plan and Approach (35 Points)</b>	27	30
<b>Diversity Practices (10 Points)</b>	4.5	6.5
<b>Total (100 Points)</b>	79.67	89.5

Offeror's Name	Total Bid Amount	Total Cost Points (35 Max)
Rite of Passage, Inc	\$82,151.93	<b>33.17</b>
Youth Opportunity Investments,	\$77,859.53	<b>35.00</b>
Wayne Halfway House, Inc submitted but was deemed non-responsive due to Equal Business Opportunity Requirements.		

### Rite of Passage

**Strengths** – Proposal demonstrated experience with proposed programs, including training of staff and youth assessment. Proposed operational plan and approach demonstrated more emphasis on programming side, including the use of iValidate program, case plan program, and integrated care model program. Proposed transfer youth approach was strong and detailed which demonstrated an understanding of the need to address issues related to transfer youth. Proposal included detailed and attractive menu options for youth. Proposed an alliance approach which would provide extra support for the youth. Proposed a bonus approach to recruiting staff. Proposed more family visits and more phone calls for youth. Proposed organizational chart was sufficient and clear. Proposed the use of data as the driver for making program decisions. Proposed in-depth facility inspections specifically related to outside of the facility. Proposal demonstrated a prohibition of chemical restraints by anyone regardless of the situation. Proposed electronic key control access. Proposed group therapy as an option for the youth. Proposed hiring of existing staff if awarded contract which allows for decreased learning curve of staff. Proposed an apprentice program for staff. Proposed starting pay for staff at \$15 per hour and going up from there which demonstrated good potential for growth among staff. Proposed 80 hours of training for staff. Proposal demonstrated a supplier diversity policy that is inclusive and has specific strategic sourcing to utilize Small, Minority, Women, Veteran and LGBT enterprises. Proposal demonstrated the use of an accounts payable quote policy which requires a price quote from a disadvantage business when getting them.

**Weaknesses** – Proposed experience more residential experience rather than detention experience. Proposal mention's youth court throughout when this is juvenile court and youth court in Davidson county is separate. Proposed a pool of on call individuals with staffing patterns but fails to provide details related to approach of accomplishing staffing patterns. Proposed two shift supervisors to be used on the contract. Proposed benefit information for staffing lacked detail. Proposed orientation process for staff lacked detail. Proposed approach to mental and dental services lacked detail. Proposed approach outlined that the team would pursue the youth if an escape which is not aligned with policy of Juvenile Court. Proposed

## RFQ 57122 - Juvenile Justice Facility Management Services Scoring and Justification

Evaluation Criteria/Offror	Rite of Passage, Inc	Youth Opportunity Investments, LLC
<b>Cost (35 Points)</b>	33.17	35
<b>Qualifications and Experience (20 Points)</b>	15	18
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Offeror's Name	Total Bid Amount	Total Cost Points (35 Max)
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Youth Opportunity Investments,	\$77,859.53	<b>35.00</b>
Wayne Halfway House, Inc submitted but was deemed non-responsive due to Equal Business Opportunity Requirements.		

approach failed to provide details related to the physicians and psychiatrist services. Proposed staffing pattern has several concerns such as only one individual in master control, the intake and release schedule, no staffing shown from 7pm to 7am Sunday through Tuesday, no cooks in facility on Saturday or Sunday, no admins in facility on weekends, and minimal staffing on weekends. Proposed to meet with contract monitor a minimum of one time per month. Proposed suicide watch for youth but would not be put in isolation. Proposed the use of dog drug search which could possibly result in additional trauma for youth. Proposed the use of leg restraints and handcuffs of youth to attend court. Proposed the use of various pre-employment screening tools but failed to provide commitment on which would be used as part of the proposal. Proposal failed to provide information related to uniforms for youth to be worn while detained. Proposed unrealistic and unworkable approach to pod assignments by using age as determination when other outside influences such as gangs is not being considered. Proposed timeframe to accomplishment youth assessments is unrealistic. Proposal stated five different lawsuits in the last five years. Proposal demonstrated a small percentage of spend although they have a supplier diversity policy.

### **Youth Opportunity Investment**

**Strengths** – Proposal demonstrated in-depth experience with Metro Nashville. Proposed staffing plan was sufficient. Proposed approach included an extremely detailed handbook along with policies and procedures. Proposal acknowledged shortcoming related to escape and provided a good escape plan if needed in the future. Proposed a strong training plan that included 92 hours training. Proposal included details related to benefits offered to staff. Proposed approach included Pod encouragement themes. Proposed electronic key control access. Proposed staffing plan included a 1.67 relief factor, full time recreational coordinator, two people in master control, full-time licensed mental health professional, and contracted mental health practitioner. Proposed approach outlined attire of youth. Proposed that 65% of staff with juvenile experience commitment. Proposed staffing experience with other facility in Tennessee allows for the ability to fill in staffing holes as needed. Proposed approach included the use of forklift simulator along with other vocational programs. Proposed trauma responsive and caring responsive assessment for both the staff and youth. Proposed experience with utilizing the iHope

## RFQ 57122 - Juvenile Justice Facility Management Services Scoring and Justification

Evaluation Criteria/Offeror	Rite of Passage, Inc	Youth Opportunity Investments, LLC
<b>Cost (35 Points)</b>	33.17	35
<b>Qualifications and Experience (20 Points)</b>	15	18
<b>Operational Plan and Approach (35 Points)</b>	27	30
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Youth Opportunity Investments,	\$77,859.53	<b>35.00</b>
Wayne Halfway House, Inc submitted but was deemed non-responsive due to Equal Business Opportunity Requirements.		

Approach. Proposed approach was much more realistic that aligned with the Juvenile Court perspective. Proposed the use of the trace program. Proposal demonstrated a formal supplier diversity program which sets specific quantitative goals for the inclusion of diverse businesses.

**Weaknesses** – Proposed approach lacked specifics related to the approach on how to implement the policies and procedures. Proposed less visitation days for youth. Proposal outlined nine separate lawsuits in last five years. Proposed the use of mechanical restraints along with chemical use with the judge’s approval. Proposed restorative justice approach was lacking full commitment or detailed. Proposal demonstrated a small percentage of spend with diverse businesses.

**EBO Compliance Results Form**

Department Name: Juvenile Court  
 RFP/ITB Number: 57122  
 Juvenile Justice Facility Management Services

Primary Contractor	Acknowledged Established EBO Goals (Yes/No)	Determination Comments of Participation Proposed or Bid
Rite of Passage, Inc	Yes	Proposer is compliant with the Equal Business Opportunity Program. They acknowledge M/WBE goals and that they can achieve as required by the Procurement Code. Proposed WBEs: DHE Computer Systems LLC, Chef's Deal, Mid-South Drug Testing Proposed MBEs: DevMar Products, LLC, Reynolds & Reynolds Facility Services, Inc.
Youth Opportunity Investments, Inc.	Yes	Proposer is compliant with the Equal Business Opportunity Program. They acknowledged M/WBE goals and that they can achieve as required by the Procurement Code. Proposed MBE: Palate, Inc and Woodcuts Gallery and Framing. Proposed Greene Military.

Denotes follow-up required  
 11/24/2020  
 Metro Buyer: Terri Ray  
 BAO Rep: Christopher S. Wood

**BAO SBE Assessment Sheet**

<b>BAO Specialist:</b> Christopher S. Wood
<b>Contract Specialist:</b> Terri Ray
<b>Date:</b> 11/24/2020
<b>Department Name:</b> Juvenile Courts
<b>RFP/ITB Number:</b> 57122
<b>Project Name:</b> Juvenile Justice Facility Management Services

<b>SBE/SDV Requirement Acknowledged?</b>		
<b>Primary Contractor</b>	<b>SBE/SDV Requirement Acknowledged?</b>	<b>Comments</b>
Rite of Passage, Inc.	Yes	Proposer acknowledged the 1% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed SBEs: Chef's Deal, Pioneer Medical, Inc., Lebanon Chemical Company, Inc.
Youth Opportunity Investments, Inc.	Yes	Proposer acknowledged the 1% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed SBE: Del Mar Lighting, LLC



## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

12/1/2020 | 9:17 AM CST

Nicole Polk  
Wayne Halfway House, Inc.  
PO Box 873  
Waynesboro, Tennessee 38485

[nicolewp@tds.net](mailto:nicolewp@tds.net) - SENT VIA EMAIL

### **RFQ 57122 Juvenile Justice Facility Management Services**

Dear Ms. Polk

The Metropolitan Government of Nashville and Davidson County has completed its evaluation of submitted responses to the above solicitation and unfortunately, has determined that your submission was not minimally responsive of the requirements of the solicitation. Specially, it has been determined that Wayne Halfway House, Inc. is nonresponsive to the Equal Business Opportunity Program by failing to submit required program forms.

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

Kind Regards,

*Michelle A. Hernandez Lane*

Michelle A. Hernandez Lane  
Chief Procurement/Purchasing Agent  
Metropolitan Government of Nashville & Davidson County

cc: Solicitation Files

## Certificate Of Completion

Envelope Id: C7819EDF54F24C67BF1058D357DBA02C	Status: Completed
Subject: NonResponsive Letter - RFQ #57122 Juvenile Justice Facility Management	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 2	Initials: 0
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
11/23/2020 1:27:08 PM	prg@nashville.gov	

## Signer Events

Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro	Sent: 11/23/2020 1:30:15 PM Viewed: 11/23/2020 2:03:44 PM Signed: 12/1/2020 9:17:00 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

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

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

Terri L. Ray  
Terri.Ray@nashville.gov  
Senior Procurement Officer  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication (None)

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Sent: 12/1/2020 9:17:01 AM

**Electronic Record and Signature Disclosure:**  
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## Witness Events

Signature

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## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/23/2020 1:30:15 PM
Certified Delivered	Security Checked	11/23/2020 2:03:44 PM
Signing Complete	Security Checked	12/1/2020 9:17:00 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12/1/2020 9:17:01 AM
Payment Events	Status	Timestamps



## Certificate of Completion

Envelope Id: 6294AAB2CF9F487F9C1C0EA2D00E3B28	Status: Completed
Subject: Intent to Award - RFQ #57122 Juvenile Justice Facility Management Services	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 2	Initials: 0
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
12/1/2020 2:54:57 PM	prg@nashville.gov	

## Signer Events

Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro	Sent: 12/1/2020 3:01:11 PM Viewed: 12/1/2020 3:01:58 PM Signed: 12/1/2020 3:08:33 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185

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

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

Terri L. Ray  
Terri.Ray@nashville.gov  
Senior Procurement Officer  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication (None)

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Sent: 12/1/2020 3:08:34 PM  
Viewed: 12/1/2020 3:21:19 PM

**Electronic Record and Signature Disclosure:**  
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## Witness Events

Signature

Timestamp

## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	12/1/2020 3:01:11 PM
Certified Delivered	Security Checked	12/1/2020 3:01:58 PM
Signing Complete	Security Checked	12/1/2020 3:08:33 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12/1/2020 3:08:34 PM
Payment Events	Status	Timestamps

## Certificate Of Completion

Envelope Id: FC9DB2B1A3514773BA8FD69ADB0CCE4D	Status: Sent
Subject: Metro Contract 6485978 Youth Opportunity Investments, LLC (Juvenile Court)	
Source Envelope:	
Document Pages: 77	Signatures: 11
Certificate Pages: 17	Initials: 7
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
2/2/2021 9:14:52 AM	prg@nashville.gov	


## Signer Events

Signature	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>	<p>Sent: 2/2/2021 10:48:32 AM  Viewed: 2/2/2021 10:53:47 AM  Signed: 2/2/2021 10:54:47 AM</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>	<p>Sent: 2/2/2021 10:54:51 AM  Viewed: 2/2/2021 10:55:11 AM  Signed: 2/2/2021 10:55:24 AM</p>
<p>Jim Swack  JimSwack@jis.nashville.org  Security Level: Email, Account Authentication  (None)  <b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/2/2021 11:17:10 AM  ID: 2487c6fc-3c95-4957-bfab-01933248ab60</p>	<p>Sent: 2/2/2021 10:55:27 AM  Viewed: 2/2/2021 11:17:10 AM  Signed: 2/2/2021 11:19:11 AM</p>
<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>	<p>Sent: 2/8/2021 8:44:59 AM  Viewed: 2/8/2021 8:47:48 AM  Signed: 2/8/2021 8:47:57 AM</p>


**Completed**

Signer Events	Signature	Timestamp
<p>Laurie Inman Laurie.Inman@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/3/2021 7:39:22 AM ID: 416c5360-119b-4510-8475-e0c65e640910</p>	<p><i>Laurie Inman</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 2/2/2021 11:19:15 AM Resent: 2/8/2021 8:48:01 AM Viewed: 2/3/2021 7:39:22 AM Signed: 2/8/2021 11:23:44 AM</p>
<p>Jim Hill jim.hill@youthopportunity.com President Youth Opportunity Investments, LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 7/4/2020 8:50:23 AM ID: c50ec3fb-f0aa-489f-b7bc-2f11e88b88e6</p>	<p><i>Jim Hill</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.206.156.24</p>	<p>Sent: 2/8/2021 11:23:47 AM Viewed: 2/8/2021 12:07:04 PM Signed: 2/8/2021 1:34:29 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 2/8/2021 1:34:34 PM Viewed: 2/8/2021 1:35:17 PM Signed: 2/8/2021 1:45:46 PM</p>
<p>Sheila D. J. Calloway SheilaCalloway@jis.nashville.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/8/2021 1:53:30 PM ID: 0e5b36cd-4b57-4c7c-b6d0-2cdcd0bdb07c</p>	<p><i>Sheila D. J. Calloway</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.108</p>	<p>Sent: 2/8/2021 1:45:49 PM Viewed: 2/8/2021 1:53:30 PM Signed: 2/8/2021 1:59:46 PM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/8/2021 2:27:19 PM ID: 447666d2-8d5b-4464-a207-b80ceb84b5e0</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 2/8/2021 1:59:52 PM Viewed: 2/8/2021 2:27:19 PM Signed: 2/8/2021 2:32:31 PM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 2/8/2021 2:32:36 PM Viewed: 2/8/2021 2:41:37 PM Signed: 2/8/2021 2:42:12 PM</p>

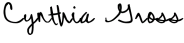
Signer Events	Signature	Timestamp
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Accepted: 2/8/2021 2:41:37 PM ID: bef2cd29-e467-4511-bb6c-a2e724d639e5  Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:42:16 PM Viewed: 2/8/2021 2:43:08 PM Signed: 2/8/2021 2:43:22 PM
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**Electronic Record and Signature Disclosure:**

Accepted: 2/8/2021 2:43:08 PM ID: 79fe1b7a-d702-4433-a828-ae6b01ba1d77  Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:43:26 PM Viewed: 2/8/2021 2:54:05 PM Signed: 2/8/2021 2:54:14 PM
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**Electronic Record and Signature Disclosure:**

Accepted: 2/8/2021 2:54:05 PM ID: a520cce0-df4f-4ec9-ae6e-e51fca34f041  Cynthia Gross Cynthia.Gross@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:54:18 PM Viewed: 2/10/2021 10:09:18 AM Signed: 2/11/2021 12:33:30 PM
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**Electronic Record and Signature Disclosure:**

Accepted: 2/11/2021 12:31:05 PM ID: 35d53fd4-b234-46c6-be60-7c6af53f54de  Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/11/2021 12:33:37 PM
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**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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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 2/11/2021 12:33:34 PM Viewed: 2/11/2021 12:37:07 PM
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**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
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Accepted: 2/11/2021 10:55:59 AM  
ID: 8a72fc06-762f-45d0-a07f-3bc559af73e1

Cynthia Gross  
Cynthia.Gross@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 2/11/2021 12:33:36 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/11/2021 12:31:05 PM  
ID: 35d53fd4-b234-46c6-be60-7c6af53f54de

Christopher Wood  
Christopher.Wood@nashville.gov  
Security Level: Email, Account Authentication  
(None)

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

L'Tannia Williams  
L'tanniaWilliams@jns.nashville.org  
Security Level: Email, Account Authentication  
(None)

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

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

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

Elizabeth Waites  
Elizabeth.Waites@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/8/2021 12:28:36 PM  
ID: ca145fbc-f2b5-4d64-a29b-1f0b7d161178

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	2/2/2021 10:48:32 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

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#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any



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**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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