

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/19/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution approving Amendment Number 2 to a sole source contract between the Metropolitan Government of Nashville and Davidson County and The Village at Glenclyff for the provision of homelessness medical respite services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Amanda Brown</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>5/4/2026 11:45 AM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jeneen Redmyer</u>

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

RESOLUTION NO. _____

A resolution approving Amendment Number 2 to a sole source contract between the Metropolitan Government of Nashville and Davidson County and The Village at Glenclyff for the provision of homelessness medical respite services.

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro") previously entered into Contract 6563187, with The Village at Glenclyff to provide homelessness medical respite services; and,

WHEREAS, the parties previously amended the contract via Amendment Number 1 to the contract to extend the term and increase the value of the original contract; and,

WHEREAS, the parties desire to enter into Amendment Number 2 to this contract to extend the term of the contract, and to increase the value, to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document; and,

WHEREAS, approval of the contract amendment attached hereto and incorporated herein with The Village at Glenclyff. will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment Number 2 to a contract between The Metropolitan Government of Nashville and Davidson County and The Village at Glenclyff (contract number 6563187), to extend the term of the contract and to increase the value, to remove the requirement to identify the project name, RFQ or Contract number on the ACORD document, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward

Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Homelessness Medical Respite Services
 Amendment Summary: Amend clause 3.1 Contract Term to add 12 months for a total of 36 months and amend clause 4.1 Contract Value to add \$237,600.00 for a revised contract value of \$712,700.00, and Amend clause 7.1 Proof of Insurance to remove RFQ, name, or description requirement
 Contract Number: 6563187 Amendment Number: 2 Request Number: A2026122
 Type of Contract: Other **Requires Council Legislation:** Yes
High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes
Sexual Harassment Training Required (per BL2018-1281): Yes
 Contract Start Date: 05/29/2024 Contract Expiration Date: 05/28/2027 Contract Term: 36 months
 Previous Estimated Contract Life Value: \$475,100.00
 Amendment Value: \$237,600.00 Fund: 10101*
 New Estimated Contract Life Value: \$712,700.00 Cost Center: 10053101000*
 (* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)
 Payment Terms: Net 30 Selection Method: Sole Source
 Procurement Staff: John Stewart BAO Staff: Jeremy Frye
 Procuring Department: Office of Homeless Services Department(s) Served: Office of Homeless Services

Prime Contractor Information

Prime Contracting Firm: The Village of Glencliff ISN#: 1006961
 Address: 2901 Glencliff Road City: Nashville State: TN Zip: 37211
 Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE LGBTBE (select/check if applicable)
 Prime Company Contact: Julia Sutherland Email Address: julia@villageatglencliff.org Phone #: 615-668-7441
Prime Contractor Signatory: Julia Sutherland **Email Address:** julia@villageatglencliff.org

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A
 Amount: N/A Percent, if applicable: N/A
Equal Business Opportunity Program: Program Not Applicable
 MBE Amount: N/A MBE Percent, if applicable: N/A
 WBE Amount: N/A WBE Percent, if applicable: N/A
Federal Disadvantaged Business Enterprise: No
 Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.
 B2GNow (Contract Compliance Monitoring): No





**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 6563187
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND THE VILLAGE AT GLENCLIFF**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and THE VILLAGE AT GLENCLIFF located in NASHVILLE, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated May 29, 2024, Metro Contract numbered 6563187, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to add 12 months for a revised total of 36 months. Amended clause shall read as follows:

"The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end thirty-six (36) months from the Effective Date. 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 Effective Date."

2. Amend clause 4.1 Contract Value to add \$237,600.00 for a revised total of \$712,700.00. Amended clause shall read as follows:

"This Contract has an estimated value of \$712,700.00. 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."

3. Amend clause 7.1 Proof of Insurance to remove RFQ, name, or description requirement. Amended clause shall read as follows:

"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 on the ACORD document."



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

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Contract Number 6563187

Amendment Number 2

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

APPROVED AS TO PROJECT SCOPE:

April Calvin M
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

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

Dennis Rowland DR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennifer Reed/MLL AB
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Kelli Woodward B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

The Village at Glencliff

Company Name

[Signature]
Signature of Company's Contracting Officer

Julia Sutherland
Officer's Name

Executive Director
Officer's Title



Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name? Angela Williams

What is your department? Office of Homeless Services

What is your email address? angela.williams@nashville.gov

What is your phone number? (615) 880-2349

What is the number of the contract being amended? 6563187

What is the title of the contract being amended? Homelessness Medical Respite Services

What is this amendment number?

Supplier Information

Who is the supplier? Village at Glencliff

What is the supplier's address? 2901 Glencliff Rd
Nashville, Tennessee, 37211

Is the supplier registered in iSupplier?

If yes, what is the supplier's ISN? 1006961

Who is contract signatory for the supplier? Julia Sutherland

What is the supplier contract signatory's email address? julia@villageatglencliff.org

What is the supplier contract signatory's phone number?

(615) 668-7441

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

Yes.

If yes, what will be the new end date for this contract?

Monday, June 28, 2027

Will this amendment change the value of the existing contract?

Yes.

If yes, what is the value of the original contract?

237,500

If yes, what is the total value of any previously executed amendments?

237,600

If yes, what is the value of this unexecuted amendment?

237,600

If yes, what is the percentage increase represented by this unexecuted amendment?

200

If yes, what will be the new value of the existing contract?

712,700

Will this amendment change the scope of work of the existing contract?

No.

Will this amendment change the terms & conditions of the existing contract?

No.

Explain any additional changes resulting from this amendment not described above.

OHS will extend the term of this contract to continue to fill Nashville's need for homeless respite bed services. We'd like to renew this grant agreement for another year with the option to renew each year for up to 5 years (60 months) total.

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submitting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase? 10101

What is the business unit (BU) number for this purchase? 053101000

What is the object account number for this purchase? 502363

I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.

Yes

Amendment Request Review

Reviewed By:	Gary C. Clay	Department:	Office of Homeless Services
Contract #:	6563187	Unique ID No.:	
Contractor Name:	The Village at Glendriff	Contract Description:	Homelessness Medical Respite Services
Amendment No.:	2	Amendment Amount:	237,600
Recommendation:	Approve		

Review:

This amendment increases the estimated value by \$237,600 for a revised estimated contract value of \$712,700.00

Amend Clause 4.1. Contract value to \$712,700.00

- Amendment will extend the **contract term** by (13) months to June 28, 2027. Amend Clause 3.1. to state this contract term will end on June 28, 2027. Or you may choose to say this contract term will end 37 months from the effective date.
- Amend clause **7.1 Proof of Insurance** to remove the requirement to identify Contract number on the ACORD document.
- Amendment has no impact on the scope of the Contract.
- Amendment has no impact on the terms & conditions of the existing Contract.
- Amendment has no impact on the exhibits

Based on the above, amendment is **recommended**.

FILED BY THE METROPOLITAN CLERK:

Austin Kyle

 Metropolitan Clerk

5/29/2024

 Date

11:56 AM PDT



Amendment Request Signature Form

Amendment Number	A2026122
Date Received	April 20, 2026

To Whom It May Concern,

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

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

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

4/26/2026 | 2:04 PM CDT

Date Signed



RESOLUTION NO. RS2025 - 1112

A resolution approving Amendment Number 1 to a sole source contract between the Metropolitan Government of Nashville and Davidson County and The Village at Glenclyff to increase the value and extend the term of the contract.

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro") previously entered into Contract 6563187 with the Village at Glenclyff to provide homelessness medical respite services; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts "with a total contract amount in excess of two hundred fifty thousand dollars"; and,

WHEREAS, the parties desire to amend Section 4.1 of Contract Number 6563187 to increase the value of the contract beyond \$250,000.00, for a total contract value of \$475,100.00, a copy of which amendment is attached hereto and incorporated herein; and,

WHEREAS, the parties desire to amend Section 3.1 of Contract Number 6563187 to extend the term of the contract for a total term of twenty-four (24) months, a copy of which amendment is attached hereto and incorporated herein; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the amendment to the contract be approved.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That this Amendment Number 1 to the sole source contract between The Metropolitan Government of Nashville and Davidson County and the Village at Glenclyff, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2: That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland

Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Matthew Gortli

Assistant Metropolitan Attorney

INTRODUCED BY:

Delishia D. Potterfield

Eric Evans

[Signature]

Member(s) of Council

Brenda C. Gadd

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Homelessness Medical Respite Services

Amendment Summary: Amend clause 3.1 Contract Term to add 12 months for a total of 24 months and amend clause 4.1 Contract Value to add \$237,600.00 for a revised contract value of \$475,100.00

Contract Number: 6563187 Amendment Number: 1 Request Number: A2025079

Type of Contract: Other **Requires Council Legislation:** Yes

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

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

Contract Start Date: 05/29/2024 Contract Expiration Date: 05/28/2026 Contract Term: 24 months

Previous Estimated Contract Life Value: \$237,500.00

Amendment Value: \$237,600.00

Fund: 10101*

New Estimated Contract Life Value: \$475,100.00

BU: 053101000*

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

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: John Stewart BAO Staff: Jeremy Frye

Procuring Department: Office of Homeless Services Department(s) Served: Office of Homeless Services

Prime Contractor Information

Prime Contracting Firm: The Village of Glencliff ISN#: 1006961

Address: 2901 Glencliff Road City: Nashville State: TN Zip: 37211

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

Prime Company Contact: Julia Sutherland Email Address: julia@villageatglencliff.org Phone #: 615-668-7441

Prime Contractor Signatory: Julia Sutherland **Email Address:** julia@villageatglencliff.org

Business Participation for Entire Contract

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

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

Equal Business Opportunity Program:

Program Not Applicable

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

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

Federal Disadvantaged Business Enterprise:

No

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

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6563187
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND THE VILLAGE AT GLENCLIFF**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and THE VILLAGE AT GLENCLIFF located in NASHVILLE, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated May 29, 2024, Metro Contract numbered 6563187, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to add 12 months for a revised total of 24 months. Amended clause shall read as follows:

" The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end twenty-four (24) months from the Effective Date. 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 Effective Date."

2. Amend clause 4.1 Contract Value to add \$237,600.00 for a revised total of \$475,100.00. Amended clause shall read as follows:

"This Contract has an estimated value of \$475,100.00. 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."

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

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Contract Number 6563187

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

April Calvin JM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Dennis Rowland JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennene Reed/MLB AB
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth B
Metropolitan Attorney Insurance

Scott Thomas FO
Metropolitan Mayor COO

ATTESTED:

Austin Kyle APR 02 2025
Metropolitan Clerk Date

CONTRACTOR

The village at Glenclyff
Company Name

[Signature]
Signature of Company's Contracting Officer

Julia Sutherland
Officer's Name

Executive Director
Officer's Title



Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name? Bill ClenDening

What is your department? Office of Homeless Services

What is your email address? bill.clenDening@nashville.gov

What is your phone number? (615) 880-2349

What is the number of the contract being amended? 6563187

What is the title of the contract being amended? Homelessness Medical Respite Services

What is this amendment number?

Supplier Information

Who is the supplier? Village at Glencliff

What is the supplier's address? 2901 Glencliff Rd
Nashville, TN, 37211

Is the supplier registered in iSupplier?

If yes, what is the supplier's ISN? 1006961

Who is contract signatory for the supplier? Julia Sutherland

What is the supplier contract signatory's email address? julia@villageatglencliff.org

What is the supplier contract signatory's phone number?

(615) 668-7441

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?

Yes.

If yes, what will be the new end date for this contract?

6/28/2026

Will this amendment change the value of the existing contract?

Yes.

If yes, what is the value of the original contract?

237,500

If yes, what is the total value of any previously executed amendments?

0

If yes, what is the value of this unexecuted amendment?

237,600

If yes, what is the percentage increase represented by this unexecuted amendment?

100

If yes, what will be the new value of the existing contract?

475,100

Will this amendment change the scope of work of the existing contract?

No.

Will this amendment change the terms & conditions of the existing contract?

No.

Explain any additional changes resulting from this amendment not described above.

This project had a one year term because this was the first time partnering with this service provider. As a funder, the of accountability lies with us. OHS entered this partnership to fill a need in the Nashville community, but viewed this first year as a pilot program to ensure that the program would be able to meet the proposed deliverables. This service provider has done that and the need for homeless respite bed services provision will continue to grow in the years ahead. We'd like to renew this grant agreement for another year, with the option to renew each year for up to 5 years total.

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submitting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase? 10101

What is the business unit (BU) number for this purchase? 053101000

What is the object account number for this purchase? 502363

I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.

Yes



Amendment Request Signature Form

Amendment Number	A2025079
Date Received	Feb. 19, 2025

To Whom It May Concern,

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

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

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

2/19/2025 | 11:51 AM CST

Date Signed



Amendment Request Review

,Reviewed By:	Terri Ray	Department:	Office of Homeless Services
Contract #:	6563187	Unique ID No.	A2025079
Contractor Name:	Village at Glendcliff	Contract Description:	Homelessness Medical Respite Services
Amendment No:	1	Amendment Amount:	\$237,600
Recommendation:	Approve		

Review:

Amendment 1 for Contract 6563187 does the following:

- Extends the term by 12 months.
- Amends the estimated contract value to add funding for additional 12 months.
- Amendment is within the scope of the contract.
- Amendment will require council approval since contract resulted from a sole source and the amendment increases the value above \$250,000.00.

Based on the above, amendment is recommended.

Amendment 1 Justification for Contract 6563187

Department wishes to extend the partnership with the service provider since the respite beds are still needed. The amendment amount is \$237,600.00 which is calculated by the following:

3 respite beds
X \$220.00 per diem
X 90-day average stay
X 4 clients per bed per year
= \$237,600

There could be future amendments based on funding availability and the departmental need.

Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number: Solicitation Number: Requisition Number:

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date):

Type of Contract/PO: **Requires Council Legislation:**

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

Sexual Harassment Training Required (per BL2018-1281):

Estimated Start Date: Estimated Expiration Date: Contract Term:

Estimated Contract Life Value: Fund:* BU:*

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

Payment Terms: Selection Method:

Procurement Staff: BAO Staff:

Procuring Department: Department(s) Served:

Prime Contractor Information

Prime Contracting Firm: ISN#:

Address: City: State: Zip:

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

Prime Company Contact: Email Address: Phone #:

Prime Contractor Signatory: **Email Address:**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

Amount: Percent, if applicable:

Equal Business Opportunity (EBO) Program:

MBE Amount: MBE Percent, if applicable:

WBE Amount: WBE Percent, if applicable:

Federal Disadvantaged Business Enterprise:

Amount: Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="The Village at Glenciff"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>



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 **The Village at Glencliff** ("CONTRACTOR") located at **2901 Glencliff Road, Nashville, TN 37211**, resulting from an approved sole source signed by Metro's Purchasing Agent (made a part of this contract by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including Exhibits,*
 - *Exhibit A – Scope and Pricing*
 - *Exhibit B – MISA Terms and Conditions*
 - *Exhibit C - Affidavits*
- *Purchase Orders (and PO Changes),*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the Homelessness Medical Respite Services as outlined in Exhibit A (Scope and Pricing).

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 (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end twelve (12) months from the Effective Date. 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 Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$237,500.00. 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. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments. Pricing will be negotiated if contract is amended to extend contract term.

4.5. Electronic Payment

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

4.6. Invoicing Requirements

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

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

4.7. Subcontractor/Subconsultant Payments

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

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the 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 Contract number on the ACORD document.

7.2. General Liability Insurance

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

7.3. Automobile Liability Insurance

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

7.4. Worker's Compensation Insurance (if applicable)

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

7.5. Cyber Liability Insurance

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

7.6. 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.

7.7. 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 subcontractors to have all necessary insurance and maintain the subcontractor's certificates of insurance.

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

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

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

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

8.2. Warranty

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

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

8.3. Software License

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

8.4. Confidentiality

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

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

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

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in 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 made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

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

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

8.11. METRO Property

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

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

8.12. Modification of Contract

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

8.13. Partnership/Joint Venture

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

8.14. Waiver

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

8.15. Employment

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

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

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

8.16. Compliance with Laws

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

8.17. Iran Divestment Act

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

8.18. Boycott of Israel

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

8.19. Taxes and Licensure

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

8.20. Ethical Standards

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

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

8.21. Indemnification and Hold Harmless

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

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- 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.

8.22. Attorney Fees

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

8.23. Assignment--Consent Required

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

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

**PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

8.24. Entire Contract

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

8.25. Force Majeure

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

8.26. Governing Law

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

8.27. Venue

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

8.28. Severability

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

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Contract Number: **6563187**

Notices and Designation of Agent for Service of Process

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

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

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **The Village at Glencliff**

Attention: **Julia Sutherland**
Address: **2901 Glencliff Road, Nashville, TN 37211**
Telephone: **615.668.7441**
Fax: **615.413.9897**
E-mail: **julia@villageatglencliff.org**

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

Designated Agent: **Julia Sutherland**
Attention: **Julia Sutherland**
Address: **2901 Glencliff Road, Nashville, TN 37211**
Email: **julia@villageatglencliff.org**

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**Notices & Designations
Department & Project Manager**

Contract Number	6563187
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Office Of Homeless Services
Attention	April Calvin
Address	3055 Lebanon Pk, Nashville, TN 37214
Telephone	615-533-5924
Email	april.calvin@nashville.gov

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

Project Manager	Bill ClenDening
Title	Grants Coordinator
Address	3055 Lebanon Pk, Nashville, TN 37214
Telephone	615-880-2349
Email	bill.clendening@nashville.gov

Appendix Z – Contract Administration

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

Vendor Performance Management Plan

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

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

Amendment

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

Escalation

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

Contract Close Out – Purchasing

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

Contract Close Out – BAO

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

Best Practices

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

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

Contract Number 6563187

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

April Calvin JM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Dennis Rowland DR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbolt KB
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth MG
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Austin Kyle 5/29/2024
Metropolitan Clerk Date

CONTRACTOR:

The Village at Glenclyff

Company Name

Julia Sutherland

Signature of Company's Contracting Officer

Julia Sutherland

Officer's Name

Executive Director

Officer's Title

11:56 AM PDT

Exhibit A – Scope and Pricing

Contract 6563187

CONTRACTOR shall provide medical respite services for individuals discharging from a hospital who are experiencing homelessness and require post-acute care. CONTRACTOR shall bill METRO a per diem rate of \$220 per day per bed. Per diem will include a buffer for maintenance and/or cleaning as agreed upon between both parties. CONTRACTOR shall provide comprehensive wrap-around services, inclusive of medical and housing navigation plus on-site bridge housing with continued housing navigation until permanent or supportive housing is obtained.

Services under this contract shall include but not be limited to:

- CONTRACTOR shall allocate three (3) beds on its campus.
- CONTRACTOR shall provide medical respite housing, food, transportation, reasonable access to primary healthcare, medical and housing navigation.
- CONTRACTOR shall accept appropriate referrals from area hospitals, Mobile Housing Navigation Center (MHNC) residents, and other like facilities, as approved by METRO, discharging from a hospital who are unable to return to their MHNC.
- CONTRACTOR and METRO will coordinate and communicate in writing all aspects of the services.
- CONTRACTOR shall enter appropriate data into the HMIS as well as submit supporting documentation, including but not limited to admission and discharge paperwork, with invoice.

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. This Inventory reflects all products and services the Contractor offers under this Agreement, including, but not limited to, any currently consumed by Metro Government. The form of this inventory can be a link to a site, if appropriate.
- 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

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does 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 or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

<https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/>

List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: The Village at Glenclyff

Organization Officer Signature: 

Name of Organization Officer: Julia Sutherland

Title: Executive Director

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM**



SS #: SS2024082

Date Received: Jan. 5, 2023

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 11/16/2023 Requesting Department/Agency/Commission: Office of Homeless Services
Requesting Official: Bill ClenDening Telephone #: 615-862-2349 This is for a one year contract.
Product/Service Description: Medical Respite Services For Homeless
Total Purchase (Enter the value for the entire contract life) Price: \$237,500
BU Number: 053101000 Fund #: 10101 Object Account: 502363 Any Other Accounting Info: _____

Proposed Supplier: The Village at Glenciff Proposed Supplier Contact: Julia Sutherland
Supplier Address: 2901 Glenciff Rd City: Nashville ST: TN Zip: 37211
Supplier Telephone #: 6152353952 Supplier Email: julia@villageatglenciff.org

Metro Code: 4.12.060 Sole Source Procurement.

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request:

The Village at Glenciff is exclusive in its ability to provide medical respite services for individuals discharging from a hospital who are experiencing homelessness and require post-acute recuperative care, with comprehensive wrap-around services, inclusive of medical and housing navigation, plus on-site bridge housing with continued housing navigation with case management, until permanent supportive housing is obtained.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: BC

Requesting Department Director's Signature of Approval: April Calvin

SS #: SS2024082

Date Received: Jan. 5, 2023

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: _____

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle A. Hernandez Lane Date: 3/5/2024 | 12:32 PM





April Calvin
Office of Homeless Services
800 2nd Avenue, North
Nashville, TN 37201

November 2, 2023

RE: The Village at Glencliff Sole Source Grant for Medical Respite Services

Dear April,

This letter is to confirm that The Village at Glencliff (TVG) wishes to enter into an agreement with the Office of Homeless Services (OHS) as a sole source agency providing medical respite services for individuals discharging from a hospital who are experiencing homelessness and require post-acute care. TVG is unique in its ability to offer recuperative care with comprehensive wrap-around services, inclusive of medical and housing navigation plus on-site bridge housing with continued housing navigation until permanent or supportive housing is obtained.

Contract Summary:

- TVG will allocate three (3) beds on its campus for one year
- TVG will provide medical respite housing, food, transportation, reasonable access to primary healthcare, medical and housing navigation
- TVG will accept appropriate referrals from Nashville General Hospital and Mobile Housing Navigation Center (MHNC) residents discharging from a hospital who are unable to return to their MHNC
- OHS and TVG will coordinate CE, data tracking, and each organization's responsibilities
- Total consideration of \$237,000 to be billed by quarterly invoices

As there is no other comparable organization in the Nashville area providing this necessary service, The Village at Glencliff sees this contract as an opportunity to partner with OHS to forge a first-of-its-kind in the nation medical respite program for individuals experiencing homelessness. As a healthcare capital for the US, Nashville is poised to lead the way in demonstrating how medical respite can provide better health outcomes while reducing long-term costs for the city and healthcare systems.

Please contact me at 615-668-7441 or julia@villageatglencliff.org to discuss any details or concerns. Thank you for your interest in our services.

Sincerely,

Julia Sutherland
Executive Director, The Village at Glencliff

HOUSING IS HEALTHCARE.

The Village at Glencliff's mission is to provide a healing community for unhoused Nashvillians who are medically vulnerable where they can safely recover, stabilize their lives, and imagine their futures.

Board of Directors

Michael Durham
President

Karen Ambrose
Secretary

Mark Richard
Treasurer

Rev. Ingrid McIntyre
Founder

Dan Kalb, MD
David Langgle-Martin, LCSW
Mark Naguib, MD
Nicole Payne, LCSW
Valegia Wilson

Sole Source Review

Reviewed By:	Zak Kelley		
Recommendation:	Approve	Department:	Homeless Services
Supplier:	The Village @ Glencliff	Pricing:	\$240,000.00
Description:	Medical Respite Care & Wraparound Services	Method:	12 – Month Contract

Procurement Code: MC 4.12.060

Procurement Regulations: R4.12.060.05 – Items Approved for Sole Source Procurement

Department Justification: Subsistence & care of persons is approved for sole source procurement by R4.12.060.05 (e) xiv.

Review: Under section R4.12.060.05 of the procurement regulations, a contract may be awarded without competition when the good or service is approved by the regulations for sole source procurement.

This is a request to sole source medical respite care & wraparound services for those experiencing homelessness from The Village at Glencliff. R4.12.060.05 (e) xiv of the regulations to the procurement code approve for sole sourcing subsistence and care of persons. After review of submitted documents and subsequent meetings with the department, the division of purchases finds that this request meets the standard of R4.12.060.05 (e) xiv.

A sole source is recommended.

Certificate Of Completion

Envelope Id: 47C6B8B237D84187BC651725AB224BCB	Status: Completed
Subject: UPDATED Sole Source Form for Office of Homeless Services - SS2024082 The Village at Glenciff	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 16	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
1/5/2024 2:02:52 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Judy Cantlon	Completed	Sent: 1/5/2024 2:06:36 PM
Judy.Cantlon@nashville.gov		Viewed: 1/5/2024 2:11:05 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.190	Signed: 1/5/2024 2:11:27 PM

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Bill ClenDening		Sent: 1/5/2024 2:11:29 PM
bill.clenDening@nashville.gov	BC	Viewed: 1/5/2024 3:02:58 PM
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	Using IP Address: 170.190.198.185	

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April Calvin		Sent: 1/5/2024 3:03:19 PM
april.calvin@nashville.gov	<i>April Calvin</i>	Viewed: 1/7/2024 8:52:39 PM
Director		Signed: 1/7/2024 8:53:35 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

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Zak Kelley	Completed	Sent: 3/1/2024 5:05:03 PM
Zak.Kelley@Nashville.gov		Viewed: 3/4/2024 2:40:39 PM
Finance Manager		Signed: 3/4/2024 3:44:46 PM
Metro Nashville Government	Using IP Address: 170.190.198.185	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	<i>Michelle A. Hernandez Lane</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191	Sent: 1/7/2024 8:53:38 PM Resent: 3/4/2024 3:44:48 PM Viewed: 3/1/2024 2:05:45 PM Signed: 3/5/2024 12:32:51 PM

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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PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 12:32:54 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 12:32:55 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/29/2024 8:09:04 AM
ID: cd8aa37d-a7aa-4bf0-b2b8-ccdcdce0adb

Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/5/2024 12:32:56 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	3/1/2024 5:05:03 PM
Envelope Updated	Security Checked	3/1/2024 5:05:03 PM
Envelope Updated	Security Checked	3/1/2024 5:05:03 PM
Envelope Updated	Security Checked	3/1/2024 5:05:03 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	3/1/2024 5:05:03 PM
Certified Delivered	Security Checked	3/1/2024 2:05:45 PM
Signing Complete	Security Checked	3/5/2024 12:32:51 PM
Completed	Security Checked	3/5/2024 12:32:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Certificate Of Completion

Envelope Id: 54199580-7F9B-442D-A611-B2700B52EBA1	Status: Sent
Subject: Metro Contract 6563187 Amendment 1 with The Village of Glenclyff (Office of Homeless Services)	
Source Envelope:	
Document Pages: 55	Signatures: 10
Certificate Pages: 17	Initials: 4
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

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Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
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Terri.Ray@nashville.gov		Viewed: 3/7/2025 1:35:54 PM
Finance Manager		Signed: 3/7/2025 1:36:06 PM

Metropolitan Government of Nashville and Davidson County
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.238.163.254
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Joseph Marsh		Sent: 3/7/2025 1:36:12 PM
joseph.marsh@nashville.gov		Viewed: 3/11/2025 8:20:05 AM
Security Level: Email, Account Authentication (None)		Signed: 3/11/2025 8:20:34 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.180

Electronic Record and Signature Disclosure:
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Amanda Brown		Sent: 3/11/2025 8:20:38 AM
amanda.brown@nashville.gov		Viewed: 3/12/2025 7:40:53 AM
Security Level: Email, Account Authentication (None)		Signed: 3/12/2025 7:41:05 AM

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

Electronic Record and Signature Disclosure:
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 ID: 0e581344-e0b6-4dfd-82e7-0eedf836cb03

Julia Sutherland		Sent: 3/12/2025 7:41:09 AM
julia@villageatglenclyff.org		Viewed: 3/12/2025 9:21:48 AM
Executive Director		Signed: 3/12/2025 9:30:15 AM

Signature Adoption: Drawn on Device
 Using IP Address: 12.228.21.130

Electronic Record and Signature Disclosure:

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

Accepted: 6/14/2022 12:32:47 PM
ID: e707b9e9-735c-4cf0-9fef-dc85efda87a1

Dennis Rowland
dennis.rowland@nashville.gov
Purchasing Agent & Chief Procurement Officer
Security Level: Email, Account Authentication
(None)



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

Sent: 3/12/2025 9:30:19 AM
Viewed: 3/12/2025 10:17:25 AM
Signed: 3/12/2025 10:18:20 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

April Calvin
april.calvin@nashville.gov
Director
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 96.61.156.50
Signed using mobile

Sent: 3/12/2025 10:18:25 AM
Viewed: 3/13/2025 5:34:10 AM
Signed: 3/13/2025 5:38:54 AM

Electronic Record and Signature Disclosure:
Accepted: 3/13/2025 5:34:10 AM
ID: 7553a04e-e704-4558-960e-963495bae9b1

Jenneen Reed/MAL
michelle.lane@nashville.gov
Deputy Director of Finance
Metro
Security Level: Email, Account Authentication
(None)



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

Sent: 3/13/2025 5:38:59 AM
Viewed: 3/14/2025 12:05:15 PM
Signed: 3/14/2025 12:05:57 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jenneen Reed/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication
(None)



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

Sent: 3/14/2025 12:06:04 PM
Viewed: 3/18/2025 4:38:12 PM
Signed: 3/18/2025 4:40:27 PM

Electronic Record and Signature Disclosure:
Accepted: 3/18/2025 4:38:12 PM
ID: 2c160fd4-e622-4bd2-a501-f76c80484076

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

Completed

Using IP Address: 170.190.198.100

Sent: 3/18/2025 4:40:36 PM
Viewed: 3/19/2025 8:10:27 AM
Signed: 3/19/2025 8:15:46 AM

Electronic Record and Signature Disclosure:
Accepted: 3/19/2025 8:10:27 AM
ID: 4db5a187-5bb5-4d83-920f-209b8fdca6cd

Balogun Cobb
balogun.cobb@nashville.gov
Insurance Division Manager
Security Level: Email, Account Authentication
(None)



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

Sent: 3/19/2025 8:15:52 AM
Viewed: 3/19/2025 8:19:06 AM
Signed: 3/19/2025 8:19:17 AM

Electronic Record and Signature Disclosure:

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

Accepted: 3/19/2025 8:19:06 AM
ID: dfe7cae0-f62c-448e-9fb1-c8b13e9f06cd

Matthew Garth
matthew.garth@nashville.gov
Security Level: Email, Account Authentication
(None)

Matthew Garth

Sent: 3/19/2025 8:19:24 AM
Viewed: 3/19/2025 9:02:27 AM
Signed: 3/19/2025 9:03:46 AM

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

Electronic Record and Signature Disclosure:

Accepted: 3/19/2025 9:02:27 AM
ID: 46d249a4-a23a-4c26-9590-7b74b83ba38b

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

Sent: 3/19/2025 9:03:51 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events **Signature** **Timestamp**

Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

Certified Delivery Events **Status** **Timestamp**

Carbon Copy Events **Status** **Timestamp**

John Stewart
john.stewart@nashville.gov
Procurement Officer 2
Metropolitan Government-Nashville & Davidson
County
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/5/2025 3:29:20 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

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

Electronic Record and Signature Disclosure:

Accepted: 3/18/2025 5:36:14 PM
ID: e47a1351-78db-48f5-b8b4-1be86cf42c88

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

Electronic Record and Signature Disclosure:

Accepted: 12/27/2024 2:19:29 PM
ID: 329fae7e-a26d-4bd6-ab11-aa1aae64d63e

Carbon Copy Events	Status	Timestamp
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William ClenDening
Bill.Clending@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 1/5/2024 3:03:45 PM
ID: 130f37d6-b9e0-4341-a6c8-143df6a75dbc

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/5/2025 3:29:20 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2025-1112

2025 MAR 25 PM 12:09
FILED METROPOLITAN CLERK

A resolution approving Amendment Number 1 to a sole source contract between the Metropolitan Government of Nashville and Davidson County and The Village at Glencliff to increase the value and extend the term of the contract.

Introduced APR 01 2025

Amended _____

Adopted APR 01 2025

Approved APR 02 2025

By 
Metropolitan Mayor

Certificate Of Completion

Envelope Id: 869CCCDE-EBFA-45EA-BF28-7ABC9526A307	Status: Completed
Subject: Metro Contract 6563187 Amendment 1 with The Village of Glenclyff (Office of Homeless Services)	
Source Envelope:	
Document Pages: 46	Signatures: 0
Certificate Pages: 16	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
4/4/2025 12:06:30 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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John Stewart john.stewart@nashville.gov Procurement Officer 2 Metropolitan Government-Nashville & Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 4/4/2025 12:23:03 PM
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Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 4/4/2025 12:23:03 PM
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Joseph Marsh joseph.marsh@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/11/2025 8:20:05 AM ID: db940586-5343-4460-9181-6eec2ac52d09	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 4/4/2025 12:23:03 PM
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Carbon Copy Events	Status	Timestamp
<p>Amanda Brown amanda.brown@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/23/2025 6:15:45 PM ID: 03a840a9-892e-434c-8195-5f2d9bcdb106</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:03 PM</p>
<p>Julia Sutherland julia@villageatglenclyff.org Executive Director The Village at Glenclyff Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/14/2022 12:32:47 PM ID: e707b9e9-735c-4cf0-9fef-dc85efda87a1</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:04 PM Viewed: 4/4/2025 12:47:36 PM</p>
<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:04 PM</p>
<p>April Calvin april.calvin@nashville.gov Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/13/2025 5:34:10 AM ID: 7553a04e-e704-4558-960e-963495bae9b1</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:04 PM</p>
<p>Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:05 PM</p>
<p>Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/4/2025 10:42:50 AM ID: 851e4b7a-5ac3-4f9f-b6dd-159f703fee85</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:05 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/4/2025 11:27:59 AM ID: 4bba2996-d9da-469e-aab3-bc4587a69f0c</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/4/2025 12:23:05 PM</p>

Carbon Copy Events	Status	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/4/2025 11:29:18 AM ID: 43894b3b-06e4-43bf-b282-8f4ba7d28737	COPIED	Sent: 4/4/2025 12:23:05 PM
Matthew Garth matthew.garth@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/4/2025 11:44:19 AM ID: 5c0c83f1-aff5-497b-82c7-ff2b09426bfc	COPIED	Sent: 4/4/2025 12:23:05 PM
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/2/2025 11:37:18 AM ID: 02f3a7e5-c87d-4785-99f9-4225439a46fa	COPIED	Sent: 4/4/2025 12:23:06 PM
Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/27/2024 2:19:29 PM ID: 329fae7e-a26d-4bd6-ab11-aa1aae64d63e	COPIED	Sent: 4/4/2025 12:23:06 PM
William ClenDening Bill.Clendenning@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/5/2024 3:03:45 PM ID: 130f37d6-b9e0-4341-a6c8-143df6a75dbc	COPIED	Sent: 4/4/2025 12:23:06 PM
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 4/4/2025 12:23:07 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2025 12:23:03 PM
Certified Delivered	Security Checked	4/4/2025 12:23:07 PM
Signing Complete	Security Checked	4/4/2025 12:23:07 PM
Completed	Security Checked	4/4/2025 12:23:07 PM

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

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

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

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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.

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ID: e707b9e9-735c-4cf0-9fef-dc85efda87a1

Signer Events	Signature	Timestamp
<p>Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Dennis Rowland</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 4/30/2026 12:18:01 PM Viewed: 4/30/2026 3:19:50 PM Signed: 4/30/2026 3:20:01 PM</p>
<p>April Calvin april.calvin@nashville.gov Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/1/2026 5:21:04 PM ID: eb2213db-8e94-40bf-94a0-2abbf718f8ff</p>	<p><i>April Calvin</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 96.61.156.50 Signed using mobile</p>	<p>Sent: 4/30/2026 3:20:05 PM Viewed: 5/1/2026 5:21:04 PM Signed: 5/1/2026 5:23:34 PM</p>
<p>Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Jenneen Reed/MAL</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/1/2026 5:23:37 PM Viewed: 5/1/2026 7:13:38 PM Signed: 5/1/2026 7:13:47 PM</p>
<p>Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/4/2026 11:40:58 AM ID: 1da66536-ce0e-4c9a-9e12-4e896275f0cc</p>	<p><i>Jenneen Reed/mjw</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 5/1/2026 7:13:51 PM Viewed: 5/4/2026 11:40:58 AM Signed: 5/4/2026 11:45:12 AM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/4/2026 4:50:13 PM ID: 950eaed4-0b82-4de3-8745-81c773903e45</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.185</p>	<p>Sent: 5/4/2026 11:45:16 AM Viewed: 5/4/2026 4:50:13 PM Signed: 5/4/2026 4:55:59 PM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/4/2026 6:03:30 PM ID: c28e3f60-9da5-4922-836e-f65ecd9b65b8</p>	<p><i>B</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/4/2026 4:56:03 PM Viewed: 5/4/2026 6:03:30 PM Signed: 5/4/2026 6:03:39 PM</p>

Signer Events	Signature	Timestamp
<p>Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kelli Woodward</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/4/2026 6:03:43 PM Viewed: 5/4/2026 6:27:05 PM Signed: 5/4/2026 6:28:13 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 5/4/2026 6:27:05 PM
ID: da821632-4786-4adb-89f5-1314953bf55f

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

Sent: 5/4/2026 6:28:17 PM

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

John Stewart
john.stewart@nashville.gov
Procurement Officer 2
Metropolitan Government-Nashville & Davidson County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 4/29/2026 3:35:03 PM

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Joseph Marsh
joseph.marsh@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 4/30/2026 10:26:31 AM
ID: a105665d-bb2b-49bd-b863-79057e761f68

Sent: 4/30/2026 10:28:09 AM

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

Electronic Record and Signature Disclosure:
Accepted: 5/1/2026 2:52:25 PM
ID: 4de65c9a-dd00-46a1-af2a-eb499147f80b

Carbon Copy Events	Status	Timestamp
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Jeremy Frye
jeremy.frye@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 5/4/2026 2:45:39 PM
ID: b2a9ce98-37ea-4730-9ee8-ac542a02e2e1

Angela Williams
angela.williams@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terri Ray
terri.ray@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/29/2026 3:35:03 PM
Envelope Updated	Security Checked	4/30/2026 10:32:33 AM
Envelope Updated	Security Checked	4/30/2026 10:32:33 AM

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

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

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

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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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