



Contract Abstract



Solicitation Title: Correctional Facility Management Services

Contract Summary: An Indefinite Delivery/ Indefinite Quantity (ID/IQ) Contract for Correctional Facility Management Services for Davidson County Sheriff's Office (DCSO) using the budget and cost information shown in Exhibit B.

Contract Number: 355078

Solicitation Number: 626873

Contracting Firm: CCA of TN, LLC

Address 1: 10 Burton Hills Blvd

Address 2:

City: Nashville

State: TN Zip: 37215

Contact: Natasha K. Metcalf

Email Address: Natasha.Metcalf@cca.com

Phone #: 615-263-3098

E1#: 177259

Contract Includes:				
MBE	WBE	SBE	SDV	DBE [#]
X	X	X		

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal**

Contract Start Date: 02/01/2015

End Date: 01/31/2020

Purchasing Staff: Terri Troup

BAO Staff: Jerval Watson

Contract Life's
Est. Value: \$100,000,000.00
Fund: 30145
BU #: 30722910

Summary of Competing Offerors	Score (RFP only)	Cost	Status
CCA of TN, LLC	100	N/A	Only One Offer Received
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

Notes:

* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

** **Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

* **Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

** **Emergency** Purchases are purchases to address immediate health, safety, or general welfare needs for the public.

DBE designated firms are reported for some state funded and all federally funded projects.

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 **CCA of TN, LLC** ("CONTRACTOR") located at **10 Burton Hills Blvd, Nashville, TN 37215**. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s), including the following:*
 - *Exhibit A (Business Associate Agreement)*
 - *Exhibit B (Budget and Cost Spreadsheet)*
 - *Exhibit C (Facility Asset List)*
- *The solicitation documentation (made a part of this contract by reference) (RFQ #626873),*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

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

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

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and services defined in the solicitation per the terms and conditions identified in the solicitation.

An Indefinite Delivery/ Indefinite Quantity (ID/IQ) Contract for Correctional Facility Management Services for Davidson County Sheriff's Office (DCSO) using the budget and cost information shown in Exhibit B.

2.2. Delivery and/or Installation.

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

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

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

3. CONTRACT TERM

3.1. Contract Term

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end sixty (60) months from the beginning date.

3.2. COMPENSATION

3.2.1. Contract Value

This contract has an estimated value of \$100,000,000.00. The pricing details shown in Exhibit A and submitted as part of the solicitation offer are made a part of this contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced in the format and as scheduled by the department.

3.2.2. 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.

3.2.3. Escalation/De-escalation

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

3.2.4. Electronic Payment

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

4. TERMINATION

4.1. Breach

The following shall constitute an Event of Default on the part of Metro:

- **Non-Payment.** Failure by Metro to make payments to Contractor under this Contract within thirty (30) days after such payment is due, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved.
- **Other Material Breach.** Except for the obligation to make payments to Contractor, the persistent or repeated failure or refusal by Metro to substantially fulfill obligations under this Contract, unless justified by Force Majeure or unless excused by Contract or by Contractor's default.

4.2. Notice

No breach of this Contract on the part of Metro shall constitute an Event of Default and no action with regard to same may be instituted unless and until the Contractor specifies in writing that a default or defaults exist(s) which, unless corrected or timely cured, will constitute a material breach of this Contract on the part of Metro.

4.3. Contractor Default

An Event of Default on the part of Contractor is a material breach, which is the persistent failure or refusal by Contractor to substantially fulfill any of its obligations under this Contract, unless justified by Force Majeure or unless excused by default of Metro.

4.4. Time to Cure

If any material breach of this Contract by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting the breach to the party against which the breach is asserted, such condition shall be an Event of Default. If the breach cannot be cured within thirty (30) days after notice and such breach can be cured through an on-going effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following the notice of the breach, submit a plan for curing the breach within a reasonable period of time, not to exceed six (6) months, unless extended by the non-breaching party. If the plan is approved by the non-breaching party, and such approval is not to be unreasonably withheld, the non-breaching party will not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan.

4.5. Remedy

Upon the occurrence of an Event of Default either party shall have the right to pursue any remedy it may have at law or in equity, including but not limited to: (a) reducing its claim to judgment, (b) taking action to cure the Event of Default, and (c) termination of the Contract.

4.6. Termination for Default

Metro may terminate this Contract for cause immediately whenever Metro determines that the Contractor has failed to perform its contractual duties and responsibilities in a timely and proper manner and such material breach is not subject to the cure provisions set out in Section 4.4 of the Contract because Contractor cannot cure said breach in sufficient time to prevent serious harm to the inmates, staff or the public. Metro may also terminate this Contract for cause whenever Metro determines that the Contractor has failed to perform its contractual duties and responsibilities in a timely and proper manner and, having allowed Contractor to attempt to cure its material breach.

Either termination shall be referred to herein as a "Termination for Default". Metro shall withhold payments in excess of fair compensation for work completed, and shall require the Contractor to repay to Metro any funds expended in contravention of the Contract. If, after notice of termination for default, it is determined by Metro or a court that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without the error or negligence of the Contractor or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of Metro, and the rights and obligations of the parties shall govern accordingly.

In the event of termination for default as provided by this paragraph, Metro may procure, upon such terms and in

such manner as Metro shall deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to Metro for any excess costs for such similar supplies or services. In addition, the Contractor shall be liable to Metro for Administrative costs or other damages incurred by Metro in procuring such similar supplies or services.

The rights and remedies of Metro provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of its liability to Metro for damages sustained by virtue of breach of the Contract.

4.7. Termination for Convenience

Metro may terminate this Contract for convenience without cause by giving written notice to the Contractor, at least 90 days before the effective date of such termination, if for any reason Metro determines that such termination is in the best interest of Metro.

In the event of termination of this Contract for convenience, the Contractor shall be entitled to receive, and shall be limited to, just and equitable compensation for any satisfactory authorized work completed as of the termination date. Such compensation may include reasonable start-up costs.

4.8. Termination for Contractor Bankruptcy

In the event of the filing of a petition for bankruptcy by or against Contractor or a principal subcontractor, the Contractor shall immediately so advise Metro. The Contractor shall assure that all tasks related to the Contractor or subcontractors are performed in accordance with terms of this Contract. In the event of the filing of a petition in bankruptcy by or against the Contractor, Metro shall have the right to terminate this Contract upon the same terms and conditions as a termination for default.

4.9. Termination for Unavailability of Funds

In the event that local or state funds for this Contract become unavailable, Metro shall have the right to terminate the Contract without penalty. Availability of funds shall be determined at the sole discretion of Metro.

4.10. Termination for Destruction/Damage

In the event that the facility is damaged by fire or other casualty and as a result of the damage any threat is posed to the safety, health or security of the Prisoners, staff and/or the public, Metro shall have the right to terminate the Contract without penalty.

4.11. Termination Procedure

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the Contract on the date and to the extent specified in the Notice of Termination and, if requested, permit Metro to assume physical custody and control over the facility and Prisoners.
- Place no further orders for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated.
- Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination.
- Assign to Metro in the manner and to the extent directed by Metro all of the right, title and interest of the Contractor under the orders so terminated, in which case Metro shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders.
- With the approval or ratification of Metro, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part under the provisions of this Contract.
- Transfer title to Metro (to the extent that title has not already been transferred) and deliver in the manner, at the times and extents directed by Metro, all Prisoner files, fiscal records, and any other documentation or records in any form that Metro deems necessary to continue operation of the facility and/or that relate to work terminated by the Notice of Termination.
- Continue the performance of such parts of the work as shall not have been terminated by the notice of Termination.
- Take such action as Metro may direct for the protection, preservation and/or return of the property related to this Contract which is in the possession of the Contractor and in which Metro has or may acquire an interest.

Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this Contract.

4.12. Repair or Replacement

At the conclusion or termination of this Contract, Metro may deduct from moneys owed the Contractor or otherwise obtain from Contractor sums sufficient to reimburse Metro for the repair or replacement of any equipment or perishables as set forth in the solicitation which is in need of repair, normal wear and tear excepted, or is missing.

4.13. Waiver

No waiver of any breach of any of the terms or conditions of this Contract shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

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

5.2. 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 handicap and/or disability, age, race, color, religion, sex, national origin, 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 Proposers 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.

5.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the following items shall be part of each individual solicitation response:

5.4. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

CONTRACTOR must provide the provided form indicating that CONTRACTOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

5.6. Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only

subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO")."

5.7. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

5.8. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract 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.

6. INSURANCE

6.1. 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, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured and identifying the Purchase Order on the Acord document.

6.2. Professional Liability Insurance

Physicians and psychologists can carry individual medical professional liability policies in the amount of \$1,000,000.00 / \$3,000,000.00.

6.3. General Liability Insurance

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

6.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

6.5. Worker's Compensation Insurance

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

6.6. 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 the 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 agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and 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.

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance 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.

6.7. 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:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

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

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

Place such insurance with 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 the agreement 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 file subcontractor's certificates of insurance in METRO's system.

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 the 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.

7. BONDS

7.1. Performance Bonds

Contractor shall provide Metro with a performance bond in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). Said performance bond shall be in force for the operational years of this Contract. Should Metro terminate this Contract for cause, Contractor shall continue to fully provide the services required under this Contract pending final termination. Notwithstanding this provision, Contractor shall not be relieved of any liability to Metro for damages sustained by virtue of any breach of this Contract by Contractor.

7.2. Dishonesty Bond

Contractor shall provide an employee dishonesty bond, acceptable to Metro's Director of Insurance, in the amount of \$50,000.00, for all of its employees maintaining Prisoners' trust accounts.

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. 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 the CONTRACTORs response to the solicitation.

8.4. 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

Procure for METRO the right to continue using the products or services.

Replace

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

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

Provide

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.

8.5. Record Maintenance

The Contractor shall maintain documentation for all charges against Metro under this Contract. The books, records, and documents of the Contractor insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three full years from the date of the final payment under this Contract or any extension to it, and shall be subject to audit, at any reasonable time and upon reasonable notice by Metro or the Comptroller of the Treasury or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.

8.6. Monitoring

CONTRACTOR agrees to make available upon request of the State or METRO or persons designated by them all records, reports, worksheets or other material related to this Contract for audit purposes. The 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.

8.7. 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 the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property. 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.

The CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

8.8. Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto. All amendments, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws. Significant amendments to this Contract will require approval by the State of Tennessee. Metro shall file all proposed amendments with the State of Tennessee to determine whether the proposed amendment is significant. The State of Tennessee shall have ten (10) days to respond as to whether the State of Tennessee considers the amendment significant. Failure of the State of Tennessee to respond to Metro within ten (10) days of receipt of the proposed amendment shall mean that the State of Tennessee considers the proposed amendment insignificant.

8.9. 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.

8.10. 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.

8.11. 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.

8.12. Compliance with Laws

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

8.13. 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.

8.14. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons 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. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.15. Indemnification and Hold Harmless

The CONTRACTOR shall protect, defend, indemnify, save and hold harmless METRO, all Metro Departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of acts or omissions of the CONTRACTOR, its agents, servants, subcontractors and employees and any and all costs, expenses and attorney's fees incurred as a result of any such claim, demand or cause of action including, but not limited to, matters arising from:

- Any breach or default on the part of CONTRACTOR in the performance of this Contract;
- Any claims or losses for services rendered by CONTRACTOR, or by any subcontractor or other person or firm performing or supplying services, materials or supplies in connection with the performance of this Contract;
- Any claims or losses to any person injured or property damaged from the acts or omissions of CONTRACTOR, its officers, agents, or employees in the performance of this Contract;
- Any claims or losses by any person arising from exposure to HIV or AIDS in connection with CONTRACTOR's performance of this Contract;
- Any claims or losses by any person or firm injured or damaged by CONTRACTOR, its officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under this Contract in a manner not authorized by this Contract, or by federal, state, or local statutes or regulations; and
- Any failure of CONTRACTOR, its officers, agents, or employees to observe the laws of the United States and the State of Tennessee, including but not limited to labor laws and minimum wage laws.

This indemnification provision shall not be applicable to injury, death or damage to property arising out of the sole negligence or sole willful misconduct of METRO, its officers, agents, servants or independent Contractors (other than CONTRACTOR) who are directly responsible to METRO. CONTRACTOR shall not waive, release or otherwise forfeit any possible defense Metro may have regarding claims arising from or made in connection with the operation of the facility by CONTRACTOR without the consent of METRO. CONTRACTOR shall preserve all such available defenses and cooperate with METRO to make such defenses available to the maximum extent allowed by law.

In case any action or proceeding is brought against METRO by reason of any such claim, CONTRACTOR, upon notice from METRO, shall defend against such action by counsel satisfactory to Metro, unless such action or proceeding is defended against by counsel provided or retained by any carrier of liability insurance provided for herein.

8.16. Defense/Immunity

By entering into this Contract, neither Metro nor the Contractor waives any immunity or defenses which may be extended to either of them by operation of law, including limitations on the amount of damages which may be awarded or paid.

8.17. Notice of Claims

Within ten (10) working days after receipt of summons or petition in any action against Metro or Contractor, or within ten (10) working days of receipt of notice of claim, Metro or Contractor shall notify Contractor or Metro in writing of the commencement thereof. In the event that either party receives notice that any of its officers, agents or

employees have been sued or otherwise presented with notice of a claim that arises in connection with this Contract, notice shall be given to the other party in writing within ten (10) working days.

8.18. Attorney Fees.

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the 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.

8.19. 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:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

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

8.20. 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.

8.21. 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.

8.22. 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 the CONTRACTOR may provide.

8.23. Venue

The resulting contract shall be interpreted by the laws of the State of Tennessee. Davidson County, Tennessee shall be the venue in the event any action is filed to enforce or interpret provisions of this Contract.

8.24. 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.

8.25. Financial Strength

The Contractor shall, prior to signing this Contract, file with Metro a financial statement showing net stockholder equity, calculated according to generally accepted accounting principles consistently applied, of not less than five million dollars (\$5,000,000). Contractor shall affirm that there has been no occurrence since the date of its last audited financial statement materially affecting the ability of Contractor to perform its obligations under this Contract.

On or before April 1 of each year during the term of this Contract, Contractor shall provide Metro with a copy of its previous fiscal year's audited annual financial statements. Contractor shall also provide Metro quarterly financial statements, reviewed by a nationally recognized and reputable independent certified public accounting firm. These quarterly financial statements shall be reasonably acceptable to Metro's Director of Finance that Contractor can perform its obligations under the Contract.

8.26. Publication

The Contractor shall not publish any finding based upon data obtained from the operation of the resulting contract without the prior written consent of the Sheriff's Office. This shall not prohibit Contractor from publishing or reporting information without Metro's consent as may be required to comply with any law or regulation.

8.27. Sovereign Immunity

The sovereign immunity of Metro shall not apply to the Contractor nor any subcontractor, agent, employee or insurer of the Contractor. Neither Contractor nor any subcontractor, agent, employee or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under this Contract.

8.28. Counterparts

The resulting contract may be executed in multiple counterpart, each of which shall be deemed to be an original and all of which shall constitute one Contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages form different counterpart are combined, and the signature of any party to any counterpart shall be deemed to be a signature also and may be appended to any other counterpart.

8.29. Interpretation

The headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

8.30. Terminology

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and plural shall include the singular.

8.31. Release

Contractor and Metro, upon final payment of the amount due under this Contract, releases each other and their officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract, except as set forth in Section 4 (Termination) of this Contract.

8.32. Prior Agreements

The resulting contract and its appendices incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

8.33. Subcontracting

The Contractor may, upon notice of Metro, assign the proceeds of this Contract. Except as set forth in its Offer, the Contractor shall not subcontract without the consent, guidance and prior express written approval of Metro. In the event that approval is granted, the Contractor shall guarantee that the subcontractor will comply with all the provisions of this Contract. Metro shall be provided with copies of all contracts with sub-contractors upon request.

8.34. Gratuities and Kickbacks

It shall be a breach of ethical standards 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.

Contract Purchase Agreement 355078,
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8.35. Kickback

It shall be a breach of ethical 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 any person associated therewith, as an inducement for the award of a subcontract or order.

8.36. Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or secure a metropolitan government 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 security business.

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Contract Number 355078

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: Corrections Corporation of America

Attention: Steve Groom

Address: 10 Burton Hills Blvd

Telephone: 615-263-3000

Fax: 615-263-3020

E-mail: steve.groom@cca.com

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

Designated Agent: C T Corporation System

Attention: N/A

Address: 800 S Gay Street, Suite 2021, Knoxville, TN 37929-9710

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Contract Number 355078

Effective Date

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

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

DocuSigned by:
Daron Hall
Dept. Agency 17021...
Municipal Head or Board Chair.

DS
[Signature]
Dept. Fin.

Corrections Corporation of America
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

DocuSigned by:
Jeff L. Gossage
Purchasing 2398F4E2...
Purchasing Agent

DS
[Signature]
Purchasing

DocuSigned by:
Natasha K. Metcalf
Signature of Company's Contracting Officer
Natasha K. Metcalf
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Richard M. Kiebeling
Director of Finance 23A...

DS
[Signature]
OMB

DS
[Signature]
BA

Vice President, Partnership Development
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Cynthia Gross
Metropolitan Clerk

DS
[Signature]
Insurance

FILED BY THE METROPOLITAN CLERK:

DocuSigned by:
Shannon Hall
Metropolitan Clerk

1/30/2015
Date

EXHIBIT "A"
BUSINESS ASSOCIATE AGREEMENT

SECTION 1 - DEFINITIONS

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the contracted firm.

- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Metro**, which must fall under one of the following categories:
 - (1) A health plan.
 - (2) A health care clearinghouse.
 - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.

- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. § 3401(d).

- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.

- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.

- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
 - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
 - (2) Includes, as set forth in 45 CFR § 160.103, any information, *now also including genetic information*, whether oral or recorded in any form or medium, that:
 - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- p. **Transaction.** "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this

Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.

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

- (ii) Business Associate shall cooperate with Metro in investigating the breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.
 - (iii) Business Associate agrees to pay actual costs for notification and any associated mitigation costs incurred by Metro, such as credit monitoring, if Metro determines that the Breach is significant enough to warrant such measures.
 - (iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.
 - (v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.
- e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request

for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.

- j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.

- k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

- l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.

- m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Metro that:
 - (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
 - (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
 - (iii) Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s); or
 - (iv) Changes the meaning or intent of the Standard’s Implementations Specification(s).

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

SECTION 3 - OBLIGATIONS OF METRO

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

SECTION 4 – TERM, TERMINATION AND RETURN OF PHI

- a. **Term.** The Term of this Agreement shall be effective as of the date it is filed with the Metropolitan Clerk and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within the time specified by Metro. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.
- c. **Obligations on Termination.**
 - (i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.
 - (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health

Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

Section 5 - Miscellaneous

- a. Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.

EXHIBIT B: Budget and Cost Spreadsheet

Budget Breakdown

	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries & Wages	\$ 9,310,822	\$ 9,563,455	\$ 9,849,402	\$ 10,144,884	\$ 10,477,859
Longevity	\$ -	\$ -	\$ -	\$ -	\$ -
Overtime	\$ 1,598,063	\$ 1,641,424	\$ 1,690,503	\$ 1,741,218	\$ 1,798,368
Fringe Benefits	\$ 2,580,657	\$ 2,650,679	\$ 2,729,934	\$ 2,811,832	\$ 2,904,122
Payroll Expenditures	\$ 13,489,542	\$ 13,855,558	\$ 14,269,839	\$ 14,697,934	\$ 15,180,348
Travel	\$ 70,556	\$ 72,470.10	\$ 74,637	\$ 76,876	\$ 79,399
Printing & Duplication	\$ 8,629	\$ 8,863	\$ 9,128	\$ 9,402	\$ 9,711
Utilities & Fuel	\$ 849,011	\$ 872,048	\$ 898,122	\$ 925,066	\$ 955,428
Communications	\$ 37,217	\$ 38,227	\$ 39,370	\$ 40,551	\$ 41,882
Maintenance & Repairs	\$ 279,478	\$ 287,061	\$ 295,644	\$ 304,514	\$ 314,508
Prof. Svcs. & Dues	\$ 3,069	\$ 3,152	\$ 3,246	\$ 3,344	\$ 3,454
Supplies & Materials	\$294,387	\$ 302,375	\$ 311,416	\$ 320,758	\$ 331,286
Rentals & Insurance	\$ 143,625.65	\$ 147,523	\$ 151,934	\$ 156,492	\$ 161,628
Motor Vehicle Oper.	\$ 11,245	\$ 11,550	\$ 11,895	\$ 12,252	\$ 12,654
Miscellaneous	\$ 4,818,067	\$ 4,948,797	\$ 5,096,766	\$ 5,249,669	\$ 5,421,973
Items for Resale	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 7,779	\$ 7,990	\$ 8,229	\$ 8,476	\$ 8,754
Fees & Profit	\$ 1,255,021	\$ 1,289,074	\$ 1,327,617	\$ 1,367,446	\$ 1,412,328
Other Expenditures	\$ 7,778,085	\$ 7,989,130	\$ 8,228,005	\$ 8,474,845	\$ 8,753,006
TOTAL EXPENDITURES	\$ 21,267,627	\$ 21,844,688	\$ 22,497,844	\$ 23,172,779	\$ 23,933,354

Budget Breakdown

	Year 1	Year 2	Year 3	Year 4	Year 5
TOTAL EXPENDITURES	\$ 21,267,627	\$ 21,844,688	\$ 22,497,844	\$ 23,172,779	\$ 23,933,354
÷ INMATE POPULATION	1041	1041	1041	1041	1041
÷ DAYS (1)	366	365	365	365	366
INMATE PER DIEM COST - MALES (2)	\$ 54.97	\$ 56.62	\$ 58.32	\$ 60.07	\$ 61.87
Differential Decrease for Males	\$ (1.50)	\$ (1.55)	\$ (1.60)	\$ (1.65)	\$ (1.70)
Differential Increase for Females	\$ 7.25	\$ 7.47	\$ 7.69	\$ 7.92	\$ 8.16

	Estimated Annual	Over 5-year Contract
SBE/SDV Amount not Self Performed	\$ 727,275.00	\$ 3,636,375.00
SBE/SDV Amount Self Performed	\$ -	\$ -
Total SBE/SDV Amount	\$ 727,275.00	\$ 3,636,375.00
SBE/SDV Percentage not Self Performed	3.23%	3.23%
SBE/SDV Percentage Self Performed	0.00%	0.00%
Total SBE/SDV Percentage	3.23%	3.23%

Footnotes:

- (1) Year 1 and Option Year 5 are assumed to be leap years with 366 days.
- (2) The quoted inmate per diem cost is for male inmates only. Assuming 919 male and 122 female inmates, the blended inmate per diem cost for Year 1 is \$55.82, which equates to \$54.97 per male inmate and \$62.22 per female inmate.

	Corrections Corp. of America			
	Asset Balances			
	FACILITY ASSET VERIFICATION - JP			
	As of 9/30/2014			
Description	Serial Number	Asset Number	Date Acquired	Current Quantity
CAGING		66270	3/1/2009	1
VAN 2009 FORD E350	1FTSS34L19DA21776	66269	3/1/2009	1
HOSPITAL BED/AIR MATTRESS		66595	5/1/2009	1
20 INCH ENTRY/EXIT TABLE		66917	6/1/2009	1
40 INCH ENTRY/EXIT TABLE		66918	6/1/2009	1
HI-SCAN 5030SI PORTABLE X-R	80633	66916	6/1/2009	1
PRINTER HP P4014N LASERJET	CNDX127255	66913	6/1/2009	1
BURNISHER W/PAD 20IN HI SPD		67475	9/1/2009	3
FLOOR POLISHER W/PAD 20IN		67476	9/1/2009	1
PRINTER HP CP3525N LASERJET		67474	9/1/2009	1
COMPUTER HP 4510S LAPTOP	CNU93359DM	67778	10/1/2009	1
PROJECTOR 2000 LUMEN XGA	R2V092601866	67779	10/1/2009	1
FILE CABINET 5 DRAWER LATER		69976	12/1/2009	5
SCANNER FUJITSU FI 6130	126439	69975	12/1/2009	1
TRANSPORT STRETCHER	026648-1-1-1	68278	12/1/2009	1
CAMERA PIXIELINK W/TRIPOD		70309	1/1/2010	1
PC CART WALKAROO III W/BASK		70308	1/1/2010	3
PRINTER HP P4014N LASERJET	JPDF018921	70307	1/1/2010	3
PROCURVE SWITCH HP 2610-48P		70227	1/1/2010	2
SCANNER FUJITSU FI 6130		70306	1/1/2010	2
COMPUTER HP 8530P LAPTOP	2CE947H2CK	70358	2/1/2010	5
REVOLVER SMITH & WESSON 64	DAK2827	70390	2/1/2010	4
STRETCHER TRANSPORT 5050		70455	2/1/2010	1
FILE CABINET 4 DWR LATERAL		70508	3/1/2010	1
FAX MACHINE BROTHER 4750E		70903	4/1/2010	1
BURNISHER 20IN HI SPD		71031	5/1/2010	1
SEWING MACHINE CONSEW CN736		71030	5/1/2010	1
FORD E250 CARGO VAN W/C LIF		71618	8/1/2010	1
SHELVING UNIT - TUBULAR		71803	9/1/2010	1

Exhibit C - Facility Asset List

Corrections Corp. of America				
Asset Balances				
FACILITY ASSET VERIFICATION - JP				
As of 9/30/2014				
Description	Serial Number	Asset Number	Date Acquired	Current Quantity
CAR 2011 FORD TAURUS	1FAHP2DW88G141262	74195	12/1/2010	1
BURNISHER HI SPD POLISHER		75246	5/1/2011	4
DRAIN CLEAN MACHINE TYPICAL		75170	5/1/2011	1
FLOOR POLISHER DUAL SPD		75247	5/1/2011	2
PARCEL SCANNER 6040DS	88882	75168	5/1/2011	1
SERVER HP PROLIANT ML350	MXQ1100G8F	75167	5/1/2011	1
TABLE ENTRY/EXIT 40IN		75169	5/1/2011	2
RADIO PORTABLE XPR6380		75370	6/1/2011	10
FLOOR POLISHER DUAL SPD		75558	7/1/2011	1
REFRIGERATOR/FREEZER-MEDICA		75682	7/1/2011	2
VEST BALLISTIC THREAT IIIA		75684	7/1/2011	15
VEST THRUSTGUARD 3X-5X		75686	7/1/2011	2
VEST THRUSTGUARD S-2X		75685	7/1/2011	11
PROJECTOR VIEWSONIC DLP 270		75832	8/1/2011	1
WHEELCHAIR DUROTRAC 2207PHD		75755	8/1/2011	2
DIGITAL SIGNAGE AVI SYSTEM		75938	9/1/2011	1
VEST BALLISTIC THREAT IIIA		76057	9/1/2011	8
MOWER HUSTLER X-ONE 26HP	11090791	76182	10/1/2011	1
SCALE RECEIVING DIGITAL PLP		78313	12/1/2011	1
VAN 2012 FORD E350 ECONOLIN	1FTSS3EL5CDA12567	78154	12/1/2011	1
PRINTER HP M601N LASERJET	CNBCCCY08Q	78847	2/1/2012	1
SCANNER FUJITSU FI-6130C	422250	79520	6/1/2012	1
TOOL-ACCUBALANCE AIR CAP HO		82066	3/1/2013	1
METAL DETECTOR		82722	8/1/2013	1
PARCEL SCANNER 140KV	6133128	84779	12/1/2013	1
RADIO PORTABLE XPR6380	1433	83412	12/1/2013	10
FLOOR BURNISHER 1500RPM		85369	4/1/2014	3
VAN 2014 FORD E350	1FT5S3EL9EDB04784	85655	7/1/2014	1
PRINTER HP M601N LASERJET	CNDG7N2XC	85744	8/1/2014	1

	Corrections Corp. of America			
	Asset Balances			
	FACILITY ASSET VERIFICATION - JP			
	As of 9/30/2014			
Description	Serial Number	Asset Number	Date Acquired	Current Quantity

AGENCY CUSTOMER ID: 433577

LOC #: Nashville



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED CCA of TN, LLC 10 Burton Hills Blvd. Nashville, TN 37215	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: Illinois National Insurance Company
 Policy Number: WC019901531 (FL)
 Effective Date: 04/01/2014
 Expiration Date: 04/01/2015

Carrier: New Hampshire Insurance Company
 Policy Number: WC019901532 (AZ)
 Effective Date: 04/01/2014
 Expiration Date: 04/01/2015

Carrier: New Hampshire Insurance Company
 Policy Number: WC019901533 (KY)
 Effective Date: 04/01/2014
 Expiration Date: 04/01/2015

Carrier: New Hampshire Insurance Company
 Policy Number: WC019901534 (NJ)
 Effective Date: 04/01/2014
 Expiration Date: 04/01/2015



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CORRECTIONS CORPORATION OF AMERICA

Address (including ZIP Code):

10 BURTON HILLS BLVD
 NASHVILLE, TN 37215-6105

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2014 forms a part of

policy No. CA 224-84-19 issued to CORRECTIONS CORPORATION OF AMERICA

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

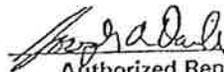
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

PERFORMANCE BOND

Form to be Used When Bonding Only One Year
of a Multi-Year Contract
(Page 1 of 2)

Bond No. 929607801

KNOW ALL MEN BY THESE PRESENTS: That, Corrections Corporation of America

(hereinafter called Principal) as Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Tennessee

(hereinafter called Surety), as Surety, are held and firmly bound unto _____

The Metropolitan Government of Nashville and Davidson County, TN

(hereinafter called the Obligee), as Obligee, in the full and just sum of _____

One Million Five Hundred Thousand and 00/100 _____ Dollars (\$ 1,500,000.00),
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and
each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned

Obligee dated February 1, 2015 for _____

Management Services Contract - Medium - Security County Correctional Facility for the Davidson County Sheriff's

Office

for a period of Five (5) years which contract is hereby referred to and made a part hereof as fully and
to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a
period of only one year.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning February 1, 2015 and ending February 1, 2016.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Oblige for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Oblige recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 1st day of February, 2015.

Corrections Corporation of America

Western Surety Company

By: [Signature]
(Principal)

By: [Signature]
Elizabeth A. Hartzberg, Attorney-in-Fact (Surety)

PAYMENT BOND
ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. 929607801

KNOW ALL MEN BY THESE PRESENTS, That we, Corrections Corporation of America

of Nashville, Tennessee (hereinafter called the Principal), and

Western Surety Company (hereinafter called the Surety),

are held and firmly bound unto The Metropolitan Government of Nashville and Davidson County, TN

(hereinafter called the Obligee), in the full and just sum of _____

One Million Five Hundred Thousand and 00/100 Dollars (\$ 1,500,000.00),

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned Obligee dated February 1, 2015 to February 1, 2020 for a period of Five (5) years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

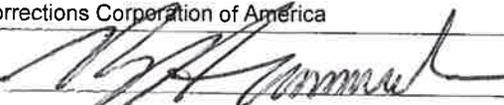
WHEREAS, the Obligee has agreed to accept a bond guaranteeing the payment of said contract for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall in accordance with applicable Statues, promptly make payment to all persons supply labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning February 1, 2015 and ending February 1, 2016.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 1st day of February, 2015.

Corrections Corporation of America
By: 

Western Surety Company
By: 
Attorney-in-Fact Elizabeth A. Hartzberg

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

E J Pennisi Jr, Elizabeth A Hartzberg, Deborah S Hudgins, Jimmy M Evans Jr, Individually

of Nashville, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of July, 2014.



WESTERN SURETY COMPANY

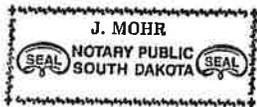
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of July, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1ST day of FEBRUARY, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all subcontractors)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name: CCA
Solicitation Title: Correctional Facility Management Services
Solicitation Number: RFQ 626873
Date: 11/6/2014

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
A UNIFORM COMPANY	18760 East Amar Road 245	Walnut	CA	91789	Not Available	Not Available	626-205-3860			Yes			Uniforms	\$9,400	0.04%
Access Data Network Solutions, Inc.	4077 Viscount Avenue	Memphis	TN	38118	Shayne Catellaw	smc@accessDNSI.com	615-835-3597			Yes		Yes	Technology Equipment Vendor	\$7,575	0.03%
AMERICAN PAPER & TWINE COMPANY	7400 Cockrill Bend Blvd	Nashville	TN	37209	Not Available	Not Available	Not Available			Yes			Janitorial/Sanitation/Office Paper	\$12,600	0.06%
AMTEC LESS LETHAL SYSTEMS INC	1103 Central Blvd	Bull Shoals	AR	72619	Not Available	Not Available	870-445-8746			Yes	Yes		Tactical/Operational equipment	\$2,400	0.01%
BOB BARKER COMPANY INC	P.O. Box 890885	Charlotte	NC	28289	Not Available	Not Available	919-346-2106			Yes			Correctional Supplies	\$56,100	0.25%
CHANGE COMPANIES, THE	5221 Sijstorn Drive	Carson City	NV	89706	Not Available	Not Available	Not Available			Yes			Evidence-based Programs Materials	\$3,900	0.02%
CONTRACTOR SUPPLY	6602 Rayburn Creek Road	Collinwood	TN	38450	Stacy Pate	contractorsupply@tds.net	931-722-3418			Yes			Plumbing and HVAC	\$47,800	0.21%
D AND H ELECTRONIC SYSTEMS INC	276 Business Park Drive	Lebanon	TN	37090	Not Available	Not Available	615-449-7772		Yes	Yes			Alarms and Communications Equipment	\$2,900	0.01%
Devmar Products, LLC	1865 Air Lane Drive, Suite 2	Nashville	TN	37210	Sharon Reynolds	sharon@devmarproducts.com	615-232-7040	Yes	Yes	Yes			Janitorial/Sanitation Supply Vendor	\$8,800	0.04%
FEDERAL SUPPLY COMPANY	P.O. Box 648	Waukegan	IL	60079	Demetrius Selevredes	Not Available	847-623-1310		Yes	Yes			Food Service Supplies/Equipment	\$33,600	0.15%
INSTITUTIONAL EYE CARE	P.O. Box 366550	Bonita Springs	FL	34136	Not Available	Not Available	866-604-2931			Yes			On-Site Eye Care	\$13,400	0.06%
INSTITUTIONAL SUPPLY CORPORATION	598 North Beach Street	Ft. Worth	TX	76111	Not Available	Not Available	855-231-9399			Yes			General Supplies	\$36,000	0.16%
INTEGRATED IMAGE INC	9018 Balboa Blvd 501	Northridge	CA	91325	Raffie Kassabian	Not Available	888-345-5540		Yes	Yes		Yes	Office Supplies	\$11,300	0.05%
LAMINATION SERVICES INC	3081 Bartlett Corporate Drive	Memphis	TN	38133	Not Available	Not Available	901-794-3032			Yes			ID cards and supplies	\$3,400	0.02%
SPARTAN CHEMICAL COMPANY INC	P.O. Box 1472	Toledo	OH	43603	Not Available	Not Available	Not Available			Yes			Cleaning Supplies/Chemicals	\$50,200	0.22%
Summus Industries	245 Commerce Green Blvd, Suite 155	Sugar Land	TX	77478	Rod Craig	rcraig@summusindustries.com	281-640-1765	Yes		Yes		Yes	Office Supply Vendor	\$29,800	0.13%
BioReference Labs	481 EDWARD H ROSS DR	Elmwood Park	NJ	07407	Sujayyah Swaroop	sswaroop@bioreference.com	800-229-5227 Ext: 8767			No			Laboratory Services	\$70,400	0.31%
CHEMTREAT INC	4461 Cox Road	Glen Allen	VA	23060	Not Available	Not Available	Not Available			No			Water Treatment/Processing Chemicals	\$3,800	0.02%
COMDATA	5301 Maryland Way	Brentwood	TN	37027	Not Available	Not Available	615-370-7000			No			Electronic Payment Processes	\$42,800	0.19%
Cook's Pest Control	P O BOX 280390	Nashville	TN	37228	Ellen Riley	Nashville.c@cookspest.com	(615) 748-8014			No			Pest Control	\$3,900	0.02%
Diamond Pharmacy	P O BOX 1313	Mineral Wells	TX	76068	Not Available	Not Available	Not Available			No			Pharmacy	\$777,900	3.45%
ESSENTIAL EDUCATION	895 NW Grant Avenue	Corvallis	OR	97330	Not Available	Not Available	936-295-5767			No			Multimedia Classroom tools	\$3,200	0.01%
FIRST ADVANTAGE LNS SCREENING SOLUTIONS	1 Concourse Parkway NE, Suite 200	Atlanta	GA	30328	Not Available	Not Available	800-321-4473			No			Background Screening	\$1,200	0.01%
GALLS LLC	P.O. Box 54308	Lexington	KY	40555	Not Available	Not Available	866-673-7643			No			Uniforms/Tactical Gear/Supplies	\$7,500	0.03%
GRAINGER INC	1938 Elm Tree Drive	Nashville	TN	37210	Reba Hooten	reba.hooten@grainger.com	404-545-8327			No			General Supplies	\$18,500	0.08%
HENRY SCHEIN INC	1439 Donelson Pike	Nashville	TN	37217	Not Available	Not Available	615-360-3141			No			Medical/Dental/Veterinary Supplies	\$4,500	0.02%
INSIGHT WORLDWIDE INC	Not Available	Not Available	NA	NA	Not Available	Not Available	Not Available			No			Pre-Employment Screening	\$2,700	0.01%
LETTYETT & ROGERS COMPANY	1717 Lebanon Pike	Nashville	TN	37210	Chuck Hopper	Not Available	615-250-9133			No			IT Support/Printing and Document Management Services	\$9,400	0.04%
METROPLEX CONTROL SYSTEM INC	3914 Todd Lane	Austin	TX	78745	Not Available	Not Available	512-428-9473			No			Video Surveillance/Intrusion Detection	\$4,400	0.02%
MIRION TECHNOLOGIES INC	P.O. Box 101301	Pasadena	CA	91189	Not Available	Not Available	Not Available			No			Radiation Detection	\$1,600	0.01%
MOORE MEDICAL LLC	1690 New Britain Avenue	Farmington	CT	06032	Not Available	Not Available	800-234-1464			No			Medical Supplies	\$19,300	0.09%
NASHVILLE LAWN EQUIPMENT	602 Thompson Lane	Nashville	TN	37204	Not Available	Not Available	615-891-1306			No			Lawn Equipment/Services	\$1,300	0.01%
NEW READERS PRESS	104 Marcellus Street	Syracuse	NY	13204	Not Available	Not Available	800-448-8878			No			Adult Literacy Training Materials	\$2,300	0.01%
NEXAIR LLC	1306 Lebanon Pike	Nashville	TN	37210	Not Available	Not Available	615-244-0139			No			Gas Supplies	\$3,600	0.02%
NIXON POWER SERVICES COMPANY	2620 Locust Street	Nashville	TN	37207	Not Available	Not Available	615-244-0650			No			Generators	\$8,000	0.04%
NORTHSTAR ALARM & SUPPRESSION SYSTEM	P.O. Box 974234	Dallas	TX	75397	Not Available	Not Available	Not Available			No			Fire Alarm Maintenance and Monitoring	\$10,300	0.05%
PEARSON EDUCATION	P.O. Box 409496	Atlanta	GA	30384	Brian Mann	brian.mann@pearson.com	800-544-8398			No			GED/Education Assessments/Materials	\$2,100	0.01%
PEPPERBALL TECHNOLOGIES INC	6540 Lusk Blvd, Suite C137	San Diego	CA	92121	Not Available	Not Available	858-638-0236			No			Tactical/Armory Supplies	\$1,400	0.01%
PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	P.O. Box 371887	Pittsburgh	PA	15250	Kevin Sprunger	Kevin.Sprunger@pb.com	615-479-0901			No			Mail Supplies/Postage	\$5,100	0.02%
POMEROY IT SOLUTIONS CO	717 Airpark Center Drive	Nashville	TN	37217	Not Available	Not Available	615-399-0404			No			ERP/CRM Solutions	\$2,200	0.01%
Quality Mobile One X-Ray Services	9376 MANSFIELD ROAD	Shreveport	LA	71118	Brenda Wood	Brenda.wood@equalityxray.com	(615) 724-2356 ext. 225			No			X-Ray Services	\$21,900	0.10%
QUEST DIAGNOSTICS	P.O. Box 740709	Atlanta	GA	30374	Not Available	Not Available	800-222-0446			No			Lab Services	\$3,400	0.02%
R J YOUNG COMPANY	P.O. Box 40623	Nashville	TN	37204	Jimmy Roberts	Jimmy.Roberts@rjyoung.com	615-255-8551			No			IT/Document Management/Printing	\$23,300	0.10%
Stericycle	P O BOX 6242	Carol Stream	IL	60197	Mike Raier	mrapier@stericycle.com	847-943-6615			No			Biohazardous Waste Disposal	\$3,700	0.02%
SUNTRUST BANK	401 Commerce Street, Suite 4500	Nashville	TN	37219	Kathy Morris	Kathy.L.Morris@Suntrust.com	615-748-4978			No			PCARD	\$59,000	0.26%
Trinity Services I, LLC	477Commerce Blvd.	Oldsmar	FL	34677	Sue Huffman	Sue.Huffman@trinityservicesgroup.com	863-801-9214			No			Food Services Management	\$1,562,600	6.93%
Waste Management	P O BOX 9001054	Louisville	KY	40290	Not Available	Not Available	Not Available			No			Refuse/Garbage Removal/Disposal	\$31,100	0.14%

RFQ # 626873: Correctional Facility Management Services	Corrections Corporation of America
Cost Criteria (30 Points)	30
Qualifications (20 Points)	20
Personnel and Training (25 Points)	25
Security and Control (25 Points)	25
TOTAL	100

Troup, Terri (Finance - Procurement)

From: Gossage, Jeff L (Finance - Procurement)
Sent: Wednesday, January 07, 2015 12:40 PM
To: Troup, Terri (Finance - Procurement)
Subject: RE: RFQ #626873 : Correctional Facility Management Services

Award to a single bidder is approved. Thanks

From: Troup, Terri (Finance - Procurement)
Sent: Wednesday, January 07, 2015 12:01 PM
To: Gossage, Jeff L (Finance - Procurement)
Subject: RFQ #626873 : Correctional Facility Management Services

This RFQ closed on October 21, 2014, with only one bid submitted. Davidson County Sherriff's Office (DCSO) approves the vendor. State of Tennessee notified DCSO of their approval on January 6, 2015.

Do you approve of this single bid?

If approved, your response will be saved to the award.

Terri R. Troup
Finance Administrator
Purchasing and Contract Management
730 2nd Ave South, 1st Floor
P.O. Box 196300
Nashville, TN 37219-6300
615/862-6669



Troup, Terri (Finance - Procurement)

From: Hudson, John (DCSO)
Sent: Tuesday, January 06, 2015 4:36 PM
To: Troup, Terri (Finance - Procurement)
Subject: FW: Metro contract

Terri,

The state has given their approval. Please proceed with the contract with CCA.

Thanks,
John

From: Robert McKee [<mailto:Robert.McKee@tn.gov>]
Sent: Tuesday, January 06, 2015 9:39 AM
To: Hudson, John (DCSO)
Cc: Wes Landers; Landon Kenderdine
Subject: Metro contract

John,
We are ok to proceed with the contract process.

Thanks,

Bob McKee, Director
TDOC Jail Resource Office
320 6th Ave. N
Nashville, TN 37243
Office # 615/253-8273
Cell # 615/478-2193
E-mail: Robert.mckee@tn.gov

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Contract Purchase Agreement 355078: Contract Standards Deviations - 21-Jan-2015

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Clause Deviations

Contract Template **MASTER Goods and Services Contract**

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Section	Clause Title	Category	Deviation	Compare Text
1. GOODS AND SERVICES CONTRACT	1.1. 37:Heading	Non-Standard clauses	Standard clause modified	
2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:	2.1. 35:Duties and Responsibilities	Non-Standard clauses	Standard clause modified	
3. CONTRACT TERM	3.1. 36:Contract Term	Non-Standard clauses	Standard clause modified	
3.2. COMPENSATION	3.2.1. 38:Contract Value	Non-Standard clauses	Standard clause modified	
	3.2.3. 27:Escalation/De-escalation	Non-Standard clauses	Standard clause modified	
4. TERMINATION	4.1. 31:Breach	Non-Standard clauses	Standard clause modified	
	4.2. 33:Notice	Non-Standard clauses	Standard clause modified	
	4.3. Contractor Default	Non-Standard clauses	Non-Standard clause added	
	4.4. Time to Cure	Non-Standard clauses	Non-Standard clause added	
	4.5. Remedy	Non-Standard clauses	Non-Standard clause added	
	4.6. Termination for Default	Non-Standard clauses	Non-Standard clause added	
	4.7. Termination for Convenience	Non-Standard clauses	Non-Standard clause added	
	4.8. Termination for Contractor Bankruptcy	Non-Standard clauses	Non-Standard clause added	
	4.9. Termination for	Non-Standard	Non-Standard	

	Unavailability of Funds	clauses	clause added	
	4.10. Termination for Destruction/Damage	Non-Standard clauses	Non-Standard clause added	
	4.11. Termination Procedure	Non-Standard clauses	Non-Standard clause added	
	4.12. Repair or Replacement	Non-Standard clauses	Non-Standard clause added	
	4.13. Waiver	Non-Standard clauses	Non-Standard clause added	
6. INSURANCE	6.2. 50:Professional Liability Insurance	Non-Standard clauses	Standard clause modified	
7. BONDS	7.1. Performance Bonds	Non-Standard clauses	Non-Standard clause added	
	7.2. Dishonesty Bond	Non-Standard clauses	Non-Standard clause added	
8. GENERAL TERMS AND CONDITIONS	8.5. 109:Record Maintenance	Non-Standard clauses	Standard clause modified	
	8.6. 58:Monitoring	Non-Standard clauses	Standard clause modified	
	8.8. 60:Modification of Contract	Non-Standard clauses	Standard clause modified	
	8.15. 67:Indemnification and Hold Harmless	Non-Standard clauses	Standard clause modified	
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Certificate of Completion

Envelope Number: 24BD18149F51484E92E15C5A34D64063
 Subject: Please sign this Metro Contract 355078 CCA (Sheriff's Department)
 Source Envelope:
 Document Pages: 47
 Certificate Pages: 17
 AutoNav: Enabled
 Envelopeld Stamping: Enabled

Status: Completed

Envelope Originator:
 Terri R. Troup
 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 terri.troup@nashville.gov
 IP Address: 170.190.198.190

Record Tracking

Status: Original
 1/21/2015 3:47:36 PM CT

Holder: Terri R. Troup
 terri.troup@nashville.gov

Location: DocuSign

Signer Events

Signature

Timestamp

TERRI R TROUP
 terri.troup@nashville.gov
 Contract Specialist
 Metropolitan Government of Nashville and Davidson
 County
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:



Using IP Address: 170.190.198.190

Sent: 1/21/2015 3:49:17 PM CT
 Viewed: 1/21/2015 3:49:28 PM CT
 Signed: 1/21/2015 5:01:01 PM CT

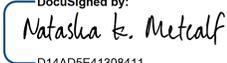
Rick Brown
 rick.brown@nashville.gov
 Assistant Purchasing Agent
 Metropolitan Government of Nashville & Davidson
 County
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:



Using IP Address: 170.190.198.190

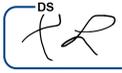
Sent: 1/21/2015 5:01:05 PM CT
 Viewed: 1/22/2015 7:54:45 AM CT
 Signed: 1/22/2015 7:54:58 AM CT

Natasha K. Metcalf
 Natasha.Metcalf@cca.com
 Vice President, Partnership Development
 Corrections Corporation of America
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 1/23/2015 1:35:54 PM CT
 ID: c8a9f787-9740-48c7-a755-1b1614f81268

DocuSigned by:

 D14AD5E41308411...
 Using IP Address: 208.25.211.33

Sent: 1/22/2015 7:55:03 AM CT
 Viewed: 1/23/2015 12:35:10 PM CT
 Signed: 1/23/2015 1:54:04 PM CT

Pete Lutz
 PLutz@DCSO.nashville.org
 Finance Manager
 Security Level: Email, Account Authentication
 (None)



Using IP Address: 66.87.80.159
 Signed using mobile

Sent: 1/23/2015 1:54:09 PM CT
 Viewed: 1/25/2015 9:59:30 AM CT
 Signed: 1/25/2015 10:21:14 AM CT

Electronic Record and Signature Disclosure:
 Accepted: 1/25/2015 10:16:00 AM CT
 ID: 9fde5cd0-7d57-430f-b6c5-b02be3e413f3

Signer Events

Signature

Timestamp

Daron Hall
DHall@DCSO.nashville.org
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Daron Hall
4A20188A671742E...

Sent: 1/25/2015 10:21:19 AM CT
Viewed: 1/27/2015 11:07:46 AM CT
Signed: 1/27/2015 11:08:16 AM CT

Using IP Address: 170.190.198.106

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 11:07:46 AM CT
ID: 2aa4282d-ab34-44fb-92ff-d934fb6dd276

Jeff L. Gossage
jeff.gossage@nashville.gov
Chief Procurement Officer
Long Titled Company LLC with a DBA of Very long
non-legal name such as
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Jeff L. Gossage
7D9F3E023C9F4E2...

Sent: 1/27/2015 11:08:23 AM CT
Viewed: 1/27/2015 12:14:27 PM CT
Signed: 1/27/2015 12:14:35 PM CT

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 12:14:27 PM CT
ID: a7ac0574-acdb-488b-b111-c42162c2adbf

Andrew Sullivan
andrew.sullivan@nashville.gov
Security Level: Email, Account Authentication
(None)

DS
AS

Sent: 1/27/2015 12:14:40 PM CT
Viewed: 1/27/2015 12:17:34 PM CT
Signed: 1/27/2015 12:22:24 PM CT

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 12:17:34 PM CT
ID: 37ab38e1-badb-4577-9e3e-ccca8b49c597

Talia Lomax O'dneal
talia.lomaxodneal@nashville.gov
Security Level: Email, Account Authentication
(None)

DS
TLO

Sent: 1/27/2015 12:22:28 PM CT
Viewed: 1/27/2015 12:34:42 PM CT
Signed: 1/27/2015 12:34:59 PM CT

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 12:34:42 PM CT
ID: 56e25f6e-1b75-4256-9411-4da132e9bb41

Richard M. Riebeling
Richard.Riebeling@nashville.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Richard M. Riebeling
7556BA2CE3F243A...

Sent: 1/27/2015 12:35:04 PM CT
Viewed: 1/27/2015 1:15:25 PM CT
Signed: 1/27/2015 1:15:37 PM CT

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 1:15:25 PM CT
ID: 38c7802d-51e9-4ff9-b54c-70be9fa93f42

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

Completed

Sent: 1/27/2015 1:15:43 PM CT
Viewed: 1/27/2015 3:06:49 PM CT
Signed: 1/27/2015 3:10:20 PM CT

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 3:06:49 PM CT
ID: ebf07c08-7767-4b71-bb7e-3357298cc399

Signer Events	Signature	Timestamp
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Thomas Cross
tom.cross@nashville.gov
Security Level: Email, Account Authentication (None)



Using IP Address: 170.190.198.144

Sent: 1/27/2015 3:10:29 PM CT
Viewed: 1/27/2015 3:27:03 PM CT
Signed: 1/27/2015 3:29:00 PM CT

Electronic Record and Signature Disclosure:
Accepted: 1/27/2015 3:27:03 PM CT
ID: d415f68f-7e70-4c7f-b8db-ca2a784c21fa

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

DocuSigned by:

2576955C0E50447...

Using IP Address: 68.52.157.224

Sent: 1/27/2015 3:29:06 PM CT
Viewed: 1/27/2015 4:20:19 PM CT
Signed: 1/30/2015 8:31:05 AM CT

Electronic Record and Signature Disclosure:
Accepted: 1/30/2015 8:30:08 AM CT
ID: 412653be-14ad-45b9-babd-f47fe445294b

Shannon Hall
marlene.fuller@nashville.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:

9B5C65C8671146F...

Using IP Address: 170.190.198.100

Sent: 1/30/2015 8:31:12 AM CT
Viewed: 1/30/2015 8:33:05 AM CT
Signed: 1/30/2015 8:33:13 AM CT

Electronic Record and Signature Disclosure:
Accepted: 1/30/2015 8:33:05 AM CT
ID: 381b80d0-3782-4913-b84e-180a8ae1d002

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

VIEWED

Using IP Address: 170.190.198.100

Sent: 1/27/2015 3:10:26 PM CT
Viewed: 1/27/2015 3:15:53 PM CT
Completed: 1/30/2015 8:33:22 AM CT

Electronic Record and Signature Disclosure:
Accepted: 1/30/2015 8:12:20 AM CT
ID: ca2ddad3-e8e8-4a4c-848c-9b81add54ea0

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jerval Watson
jerval.watson@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Electronic Record and Signature Disclosure:
Not Offered
ID:

Sent: 1/30/2015 8:33:19 AM CT

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

LaQuita Bell

laquita.bell@nashville.gov

Contract Support

Metropolitan Government of Nashville and Davidson
CountySecurity Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

COPIED

Sent: 1/30/2015 8:33:22 AM CT

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/30/2015 8:33:22 AM CT

Certified Delivered

Security Checked

1/30/2015 8:33:22 AM CT

Completed

Security Checked

1/30/2015 8:33:22 AM CT

Electronic Record and Signature Disclosure

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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,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

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