



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date July 1, 2022	End Date June 30, 2023	Agency Tracking # 32901-31295	Edison Record ID 75053
Contractor Legal Entity Name Fieldware LLC			Edison Vendor ID 149909

Goods or Services Caption (one line only)
Interactive Voice Response Offender Tracking System

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	\$165,000.00				\$165,000.00
TOTAL:	\$165,000.00				\$165,000.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE):
 African American Asian American Hispanic American Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Disabled Owned Business (DSBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government Non-Minority/Disadvantaged Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

Competitive Selection

Other Special Contract Request

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Lisa C. Parks

Digitally signed by Ashraf Gabous for Lisa Parks
 DN: cn=Ashraf Gabous for Lisa Parks, o=State of Tennessee, ou=TDOC, email=ashraf.gabous@tn.gov, c=US
 Date: 2022.05.24 07:55:35 -05'00'

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CORRECTION
AND
FIELDWARE LLC**

This Contract, by and between the State of Tennessee, Department of Correction ("State") and Fieldware LLC ("Contractor"), is for the provision of Interactive Voice Response Offender Tracking System, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company For-Profit Corporation
Contractor Place of Incorporation or Organization: Chicago, Illinois
Contractor Edison Registration ID # 149909

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

a. American with Disabilities Act ("ADA"). Federal law, prohibiting discrimination against persons with disabilities.

b. Arrest Event System ("AES"). Automated arrest program that provides arrest reports based on input data from participating law enforcement agencies.

c. Biometric Voiceprint. A technology used to verify a person's identity by their unique vocal attributes. This technology captures the multiple attributes of person's voice, including the sound pattern and rhythm in the form of a "voiceprint."

d. Criminal Justice Information Services ("CJIS"). An information repository established by the Federal Bureau of Investigation for the purpose of making relevant criminal justice information available to the Bureau and to other law enforcement agencies in aid of their work. This repository could include fingerprints records, criminal background information, copies of private documents, certain other information classified as security sensitive.

e. Compliant Reporting ("CR"). A level of supervision for qualifying Offenders that allows them to report through voice recognition software.

f. Community Supervision. Division of the Department of Correction tasked with supervising non-incarcerated Offenders who have been granted liberty in the community under probation, parole or determinate release.

g. Community Supervision Staff. Employees assigned to the division of the Department of Correction tasked with supervising non-incarcerated Offenders who have been granted liberty in the community under probation, parole or determinate release.

h. Day Reporting Center ("DRC") A facility providing services including but not limited to: behavioral health and substance use treatment, cognitive behavioral Evidence-Based Programming, employment readiness, and case management services.

i. Disaster Recovery Plan. A documented process or set of procedures to recover and protect business Information Technology ("IT") in the event of a disaster. Such a plan, ordinarily in written form, specifies procedures an organization is to follow in the event of a disaster. It provides a comprehensive statement of consistent actions to be taken before, during and after

a disaster. The disaster could be natural, environmental, or man-made. Man-made disasters could be intentional or unintentional.

j. **District**. Geographical subdivision of the State for oversight of Probation and Parole supervision.

k. **District Director**. Staff member within the Tennessee Department of Correction providing executive leadership and strategic direction for Offender supervision within a geographical subdivision of the State.

l. **Dual-Tone Multi-Frequency ("DTMF")**. A method used to dial telephone numbers to issue commands to switching systems.

m. **Interactive Voice Response Offender Tracking System Recognition software ("IVR")**. An online telephonic computer aided software used for offenders reporting to the Compliant Reporting program.

n. **Limited English Proficiency ("LEP")**. The standard term of description used in the United States to refer persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

o. **Offender**. A person who having sentence of conviction for a felony offense and is being supervised in the community by the Tennessee Department of Correction.

p. **Offender Management System ("OMS")**. The information system of record used by the Tennessee Department of Correction for management of felony Offenders incarcerated or supervised by the Department.

q. **Personal Identification Number ("PIN")**. A numeric or alpha-numeric password used in the process of authenticating a user accessing a system.

r. **Secure File Transfer Protocol ("SFTP")**. A file protocol for transferring large files over the web. It builds on the File Transfer Protocol ("FTP") and includes Secure Shell ("SSH") security components.

s. **Secure Shell ("SSH")**. A cryptographic component of internet security.

t. **Simple Mail Transfer Protocol ("SMTP")**. The protocol used for sending e-mail over the internet. The email client (such as Outlook) uses SMTP to send a message to the mail server, and mail server uses SMTP to relay that message to the correct receiving mail server.

u. **Strategic Technology Solutions ("STS")** A division of the State's Department of Finance and Administration serving as the State's central information processing organization and computer service bureau for all state agencies.

v. **Tennessee Offender Management Information System ("TOMIS")**. A mainframe computer system that automates the management of information about Offenders under the supervision of the Tennessee Department of Correction. TOMIS captures all Offender related information at the point of origin to provide accurate and timely information to those who use it.

A.3. The Interactive Voice Response Offender Tracking System shall be web-based and provide reporting capability for Offenders who call in and answer a series of questions designed by the State. The system shall document the Offender's call in a case management format compatible with the State's current Offender Management System (or any OMS adopted by the State) which the probation and parole officer can then use to track his or her caseload.

- a. The Contractor shall provide access to a minimum of three hundred (300) Community Supervision Staff, including but not limited to: probation and parole officers, managers, District Directors, and statewide administrators. Designated State staff shall be able to access the system on a standard web browser (Internet Explorer-version 11 or higher, Firefox, or Google Chrome) utilizing FIPS 140-2 validated technologies through a PC, equipped with Microsoft-supported Windows operating system, and Microsoft Office (including Office 365). PDF documents shall be compatible with Adobe Reader DC. The system shall also be compatible to operate on a state-issued mobile device browser using iOS operating systems.

A.4. GENERAL REQUIREMENTS

The Contractor shall provide and maintain an Interactive Voice Response Offender Tracking System, per the specifications presented herein for the State. The Contractor shall possess or procure all equipment, services, support, materials, supplies, etc. necessary to provide the described system.

- a. The Contractor shall retain ownership of the system, and shall be responsible for the functioning of the system on a day-to-day basis.
 - b. All Offender data collected by the Contractor system is owned by the State. No Offender data collected by the Contractor system is to be sold or otherwise provided by the Contractor to any third party.
 - c. The system must be accessible to Offenders and supervising officers from 7 a.m. to 10 p.m. Central Standard Time, seven (7) days a week, each day of the year with ninety-nine (99) percent up-time, during operating hours annually with the exception of scheduled system maintenance or interruptions on the Internet. The Contractor must provide to the State a minimum of forty-eight (48) hours notification for all downtime, upgrades, and push notifications to ensure that the State has adequate time to adjust operations.
 - d. The Contractor shall provide dedicated live technical support services that shall include a dedicated toll-free number with an option for Spanish language assistance.
- A.4.1. The Interactive Voice Response Offender Tracking System is targeted for the management of low risk Offenders. However, the State recognizes that an IVR reporting system can also be used to enhance the management of high- risk Offenders and/or other Offender populations. Therefore, the Contractor shall have the capability of allowing for an expansion of the system at the State's request. Should the State elect to expand the automated reporting system for other additional Offender populations, a contract amendment shall be processed by the State.
- a. The Contractor shall provide to the State a mobile application of the designated CR software for designated State staff usage from any state-issued mobile device.
 - b. The Contractor shall make available, at no cost to the State, any new technological features or enhancements to the services outlined in this Scope for integration.
 - c. The Contractor shall work with the State (including the Department of Finance and Administration Strategic Technology Solutions ("STS") Enterprise Development Solutions team) to assure that mobile application development incorporates appropriate branding, design, technologies, and integrations with the State's web portal. The mobile application shall be compatible with the all supported versions of Apple's iOS.
 - d. The mobile application shall be compatible with both Apple's iPhone and iPad.
 - e. The Contractor shall deliver deployable mobile application packages to the State Enterprise Development Solutions team for publishing on the State's section of Apple's App Store.

A.4.2. The Contractor shall host the Interactive Voice Response Offender Tracking System at the Contractor's location. The State shall not provide accommodations (space, network connectivity, and printing capability) for Contractor personnel within State facilities except for that required to conducting training of State personnel on the Interactive Voice Response Offender Tracking System.

A.5. INTERACTIVE VOICE RESPONSE OFFENDER TRACKING SYSTEM FUNCTIONS

Specific functions that shall be performed by the IVR reporting system shall include, at a minimum, the ability to:

- a. Provide web-based enrollment and eliminate the need for duplicate data entry or manual enrollment of all minimum supervision Offenders identified by the State for participation in the program.
- b. Provide a system that shall accept enrollment data extracted from in a form compatible with the State's adopted OMS. The State shall provide an electronic file no later than 11:59pm nightly that includes three files:
 - 1.) a demographics file that includes information about Offenders enrolled in the minimum supervision program,
 - 2) a sentence file that includes sentencing information on Offenders enrolled in the minimum supervision program, and
 - 3) an exemption file that includes information for exempt Offenders enrolled in the minimum supervision program.
- c. Allow authorized State employees to enroll Offenders in real-time via the internet compatible with Internet Explorer-version 11 or higher, Firefox, or Google Chrome.
- d. Provide an automated report that confirms new enrollments by TOMIS (or any OMS adopted by the State) ID, date and time of enrollment, who enrolled the Offender and the Offender's supervising officer. The report shall be visible to the supervising officer at their next log-on.
- e. Search enrollments by TOMIS (or any OMS adopted by the State) ID and officer caseload.
- f. Enroll Offenders with no restrictions on the length of enrollment.
- g. Allow authorized State employees to terminate Offenders from the Interactive Voice Response Offender Tracking System in real-time via the internet.
- h. Use the existing Offender identification number from TOMIS (or any OMS adopted by the State) for the express purpose of tracking the Offender in the web-based system.

A.5.1. Include toll free phone numbers for Offenders and staff to use.

- a. Toll free telephone number access shall be granted to officers, and all Offenders referred by the State. The toll free telephone number will be used by Offenders and officers contacting the Contractor's help desk when problems arise, by officers to review voice files when changes in the Offenders' employment, residence, or arrest status are noted, and shall also be utilized by all other referred Offenders to make their scheduled report calls to the system.
- b. A completed call shall be defined as a toll free telephone connection by the Offender in which all automated responses have been provided and has not been interrupted by any means until the completion of said responses. The Contractor's system shall refer the Offender to his/her probation or parole officer on any additional calls attempted per calendar month.

- c. The designated toll-free help line for staff shall be included in all customer assistance functions provided by the Contractor. The Contractor shall ensure that all designated customer assistance representatives have access via electronic mail, website and telephone to help with any problems, issues or questions from state staff.
- d. The Contractor shall make available to the State live customer assistance representatives to both Offenders and State staff by telephone Monday through Friday, between the hours of 7:00 AM to 10:00 PM, Central Standard Time.
- A.5.2. Provide a service utilizing Dual Tone Multi Frequency ("DTMF") with an option to attendant for rotary calls. The option to attendant shall be available, at a minimum, Monday through Friday, between the hours of 7:00AM to 10:00 PM, Central Standard Time. The Contractor's system shall accept calls from cellular devices utilizing Android or iOS operating systems.
- A.5.3. The Interactive Voice Response Offender Tracking System shall support use of a personal identification number (PIN) or password or Biometric Voiceprint or a combination of PIN, password and Biometric Voiceprint for identity authentication.
- A.5.4. At a minimum, the Interactive Voice Response Offender Tracking System shall provide a bilingual capability for the Offender population in English and those designated as Limited English Proficiency ("LEP") to include the IVR component and Customer Service. Documents intended for Offenders use, such as the Quick Reference Guide, and PIN Number cards shall be available at a minimum in both English and Spanish.
- A.5.5. The Interactive Voice Response Offender Tracking System shall accept State-defined call reporting question content. The Assistant Commissioner of Community Supervision or their designee shall submit question content to the Contractor via electronic mail thirty (30) days prior to contract execution. Upon notification from the Assistant Commissioner of Community Supervision or their designee, the Contractor shall make any/all revisions to question content within a reasonable timeframe agreed upon by the State and Contractor.
- A.5.6. Contractor Customer Service Representatives shall only answer technical and operational questions on how to operate the Contractor system. For all other questions, Offenders shall be directed to call their supervising officer.
- A.5.7. Frequently asked questions and responses shall be approved in writing by Assistant Commissioner of Community Supervision or their designee, then both posted on the system web site and made part of system training manuals and quick reference guides.
- A.5.8. The Interactive Voice Response Offender Tracking System shall accept Offender calls according to a reporting schedule established by the State. The Interactive Voice Response Offender Tracking system shall require Offenders to respond to prompted questions within ten (10) seconds.
- A.5.9. The Interactive Voice Response Offender Tracking System shall notify the Offender if the call is seven (7) or more days after their scheduled reporting date. Offenders shall be instructed to call on the same day of each month as their date of birth. If the Offender calls seven (7) or more days late, the supervising officer shall be notified at their next system log-in.
- A.5.10. The Interactive Voice Response Offender Tracking System shall perform initial follow-up procedures to include automated phone calls to Offenders who do not call-in within seven (7) days of their scheduled call-in date and risk being reported on a late or missing list.
- A.5.11. The Interactive Voice Response Offender Tracking System shall provide the telephone number from which the Offender is calling. If an Offender calls from a phone number where caller id has been disabled, the system shall give the caller a message to say they shall enable caller id on the number they are calling from to use the system.

- A.5.12. The Interactive Voice Response Offender Tracking System shall accept calls from phone numbers other than the Offender's original enrollment phone number.
- A.5.13. The Interactive Voice Response Offender Tracking System shall automatically advise Offender of next scheduled call-in date.
- A.5.14. The Interactive Voice Response Offender Tracking System shall allow an officer to leave a custom voice message for a specific Offender, or a standard voice message for all Offenders at the District, regional, or state level.
- a. The message shall be retained in the system until the call is completed.
 - b. Messages to an Offender may be deleted by the system upon successful completion of the call.
- A.5.15. The Interactive Voice Response Offender Tracking System shall randomly advise ten (10) percent of the Offenders to mail in a pay stub to their officer when they call in to report.
- A.5.16. The Interactive Voice Response Offender Tracking System shall collect and record the following data when an Offender calls in to report:
- a. Name
 - b. TOMIS (or any OMS adopted by the State) identification number
 - c. Change of address
 - d. Change in phone number
 - e. Change in employment
 - f. Whether the Offender has had law enforcement contact
 - g. Any significant issues that may need to be reported by the Offender
 - h. Whether the Offender needs to speak with their supervising officer.
 - i. Whether the Offender is current on their fees.
- A.5.17. The Interactive Voice Response Offender Tracking System shall report exceptions and allow officers to retrieve voice messages or listen to any of the following changes reported by Offenders:
- a. Change of address
 - b. Change in phone number
 - c. Change in employment
 - d. Whether the Offender has had law enforcement contact
 - e. Any other significant issues that may need to be reported by the Offender
 - f. Difference between the Offender's phone number of record and the phone number from which the call originated
- A.5.18. The Interactive Voice Response Offender Tracking System shall provide reverse directory service to indicate where the Offender called from.
- A.5.19. The Interactive Voice Response Offender Tracking System shall provide a service that is capable of archiving all voice response records received from Offenders. Messages shall remain 'live' in the Contractor system for three (3) years before being archived.
- A.5.20. The Interactive Voice Response Offender Tracking System shall provide a service that is capable of archiving all data files in a format consistent with TOMIS (or any OMS adopted by the State). The records shall be collected for the life of the contract and the Contractor shall provide such records to the State at the end of the contract. The records shall be in a usable format acceptable to the State. The records shall become sole property of the State upon close-out of the Contract. Refer to requirements in Section E.5.e.

- A.5.21. The Contractor shall remove Offender files and data from the IVR Offender Tracking System and return them to the State as requested by the State if the Offender:
 - a. successfully completes supervision under the program;
 - b. has not reported as required or violated other State supervision conditions;
 - c. Under the above or any other condition defined by the State, the Offender data and files shall be returned to the State within seven (7) days of written notification by the State of Offender removal from the program. Data and files returned to the State shall be in a format compatible with TOMIS (or any OMS adopted by the State).
- A.5.22. The State shall determine how data on Offenders closed out of the Contractor system shall be handled and stored, including data for diversion Offenders whose records are to be expunged.
- A.5.23. The Interactive Voice Response Offender Tracking System shall generate reminders to agents for auditing case status or special conditions and/or payment status.
- A.5.24. The Interactive Voice Response Offender Tracking System shall generate pre-formatted customized merge letters in English and Spanish for missed calls or other supervision-related reasons using State pre-approved templates.
- A.5.25. The Interactive Voice Response Offender Tracking System shall allow agents to generate merge letters in bulk for greater work-flow efficiency.
- A.5.26. The Interactive Voice Response Offender Tracking System shall generate random drug test notification to the Offender with confirmation to supervising officer.
- A.5.27. The Interactive Voice Response Offender Tracking System shall allow online voice message retrieval by both Offenders and officers.

A.6. IVR OFFENDER TRACKING SYSTEM REPORTING CAPABILITIES

The Interactive Voice Response Offender Tracking System shall allow authorized State staff to receive the following monthly reports from their workstations via internet access. The system shall also possess an ad hoc reporting database for the State to customize required reports when needed; in addition, the system shall include the following standardized, automated reports which provide at a minimum: Offender Name and Offender Management System Identification Number. This list is not all-inclusive and the State reserves the right to modify report requests on an as needed basis.

- a. The number of Offenders enrolled in the service monthly
- b. The number of calls received each month
- c. The number of Offenders who have called late
- d. The number of Offenders who have failed to report for the month
- e. The number of Offenders who have been exited from the service monthly and the reason why (i.e., discharge, violation, unemployment, etc.)
- f. Offender address changes
- g. Offender employment changes
- h. Offender list by officer
- i. Offender list by location

- j. Agency-wide Offender list
- k. Reporting compliance by officer, location, Agency-wide by month
- l. Action-based to-do lists for supervision condition compliance monitoring
- m. Automated and officer created offender case notes
- n. Automated Offender letter generator using pre-approved State templates
- o. Existing Offender caseload and exception reporting
- p. Real-time Offender compliance statistics
- q. Generate reminders to officers for all out of compliance situations
- r. Maintain case events of all activities performed on each case by user logon
- s. Maintain a call history with complete details of each call received from or made to an Offender and any messages left.
- t. System monthly availability report determining whether Contractor met required service levels as specified in Contract Section A.4.c.
- u. Which Offenders are delinquent on vendor fees and how many vendor payments the Offender has missed.
- v. Which Offender(s) have attempted to call in using a rotary phone and were unable to successfully complete their scheduled call.

A.6.1. The Contractor shall make all reports, documents and materials available to State representatives immediately upon request for review, inspection and/or audit.

A.6.2. The Interactive Voice Response Offender Tracking System shall allow for pre-set and ad-hoc reports to be created and run on an individual officer's caseload both automatically and upon request.

A.6.3. The contractor shall make all reports, documents and materials available to State representatives immediately upon request for review, inspection and/or audit.

A.6.4. The Interactive Voice Response Offender Tracking System shall allow for pre-set and ad-hoc reports to be created and run on an individual officer's caseload both automatically and upon request.

A.7. TECHNOLOGY REQUIREMENTS

a. The Interactive Voice Response Offender Tracking System shall be a fully hosted, stand-alone system.

A.7.1. Data Interchange: The State shall provide Offender data extracted from TOMIS (or any OMS adopted by the State) to the Contractor either by SFTP or a State secure site. The Contractor's system, where it interfaces with the State's Information Technology Infrastructure shall comply with all State of Tennessee Enterprise Technology Architecture requirements as set forth by the Department of Finance & Administration's Strategic Technology Solutions (STS) Division.

a. Test Load: The State shall provide an automated load of data extracted from TOMIS (or any OMS adopted by the State) for all Offenders participating in the test cycle of the IVR Offender

Tracking System. The data shall be conveyed to the Contractor by either via SFTP, or State secure site then downloaded to the Contractor system by the Contractor.

b. Implementation Load: After the State validates and verifies data from Contractor system amassed during the 30-day testing cycle, the State shall provide an automated load of data extracted from TOMIS (or any Offender MIS adopted by the State) for all Offenders participating in the IVR Offender Tracking System. The data shall be conveyed to the Contractor by either SFTP, or a State secure site then downloaded to the Contractor system by the Contractor.

c. Daily Update: After completion of interface testing and beginning at the onset of the program, the Contractor shall provide daily updates from the IVR Offender Tracking System to the State's Program Manager. The State shall then download files extracted from IVR Offender Tracking System to TOMIS (or any Offender MIS adopted by the State).

- A.7.2. The Contractor shall provide an Internet based application that shall provide access to authorized State employees. The system shall provide the capability to exchange information and communicate with the State. While the State shall provide the Offender data by an electronic file for the initial transfer of the minimum supervision caseload, the Contractor shall be responsible for loading the data into the Contractor's system.
- A.7.3. The Interactive Voice Response Offender Tracking System shall provide designated State staff with unique identification numbers for the express purpose of providing access to the web-based application system via a log-in screen or in the alternative, enable automatic logon to the system in concert with the user logon on to the TOMIS (or any OMS adopted by the State) system.
- A.7.5. The Interactive Voice Response Offender Tracking System shall use the existing TOMIS (or any OMS adopted by the State) Offender ID for the express purpose of tracking the Offender in the web-based application.
- A.7.6. The Contractor shall provide full e-mail capabilities or other on-line, real-time means of communication between the State and Contractor. The Contractor's system shall communicate with any SMTP e-mail system designated by the State.
- A.7.7. The Interactive Voice Response Offender Tracking System shall receive files from TOMIS (or any OMS adopted by the State) as specified in Section A.5. of this contract.
- A.7.8. The Interactive Voice Response Offender Tracking System shall provide Offender call information to the State, either via the Contractor's application or by SFTP with files in a format compatible with TOMIS (or any OMS adopted by the State), so that the information can be downloaded to TOMIS (or any OMS adopted by the State) by authorized State staff.
- A.7.9. The Contractor's application shall allow authorized State staff to receive/retrieve all required reports as specified in the Contract from the employees' state-issued devices (computer or wireless communication device) via internet access.
- A.7.10. The Interactive Voice Response Offender Tracking System shall require no additional software to be installed at State locations.
- A.7.11. The Contractor shall be required to provide, at no additional pricing to the State, all appropriate personnel and personnel time to effect any changes that are needed to maintain the functionality of the Interactive Voice Response Offender Tracking System.
- A.7.12. The Contractor shall provide a Interactive Voice Response Offender Tracking System that restricts access to only authorized State users and state-issued devices, and that maintains confidentiality by a minimum of one hundred twenty-eight (128) bit encryption of any and all information transmitted over the internet.

- A.7.13. The Contractor shall be responsible for ensuring that all systems and applications are compatible with and fully functional with all Microsoft-supported versions of Microsoft Internet Explorer using the latest State approved Transport Layer Security (TLS).
- A.7.14. The Contractor shall provide accommodations to comply with American With Disabilities Act of 1990 (ADA). Such accommodations include, but are not limited to, systems that are compatible with Telecommunication Techonology for Persons who are deaf and hard of hearing as defined in section A.2. of this contract.

A.8. DATA SECURITY, DATA ARCHIVING AND REMOVAL REQUIREMENTS

- a. The Contractor shall submit to the State no later than thirty (30) calendar days upon Contract execution a data security, archiving and removal plan which ensures confidentiality of all data and Offender identification with limited access to records. that shall be subject to review and approval by the State's Chief Information Officer or their designee.
- b. The Contractor shall host the IVR system on a cloud-based server specific to the State. The server shall only include data from the Tennessee Department of Correction. The Contractor shall now host any other agency's data and associated materials (single tenant software as a service).

A.8.1. The Contractor shall not allow any breach or evaluation of data collected for the State. In the event of a breach beyond the control of the Contractor, the Contractor shall report any breach of its Interactive Voice Response Offender Tracking System to the Assistant Commissioner of Community Supervision or their designee within sixty (60) minutes of Contractor becoming aware of the Breach.

A.8.2. Emergency Communications with the State

In the event of a server outage, the Contractor shall restore the Interactive Voice Response Offender Tracking System software and all associated servers within twenty (24) hours and shall keep the State informed of all efforts being made to bring the server online. In the event the server is unable to be resorted within the defined time frame, the Contractor shall provide an expected time frame of server restoration to continue operations.

A.8.3. Offender information shall be 'live' or available for immediate retrieval by officers for three (3) years before archiving.

A.8.4. Archived Offender information shall be available for retrieval until the Contractor provides all archived files and data to the State at the end of the contract.

A.8.5. The Contractor shall remove Offender files and data from the IVR Offender Tracking System and return them to the State as requested by the State if the Offender:

- a. successfully completes supervision under the program;
- b. has not reported as required or violated other State supervision conditions;
- c. Under the above or any other condition defined by the State, the Offender data and files shall be returned to the State in an acceptable format and in a timeframe determined by the State.

A.8.6. The State shall determine how data on Offenders closed out of the Contractor system shall be handled and stored, including data for diversion Offenders whose records are to be expunged.

A.8.7. The State shall inform the Contractor of any duplicate Offender files discovered by State staff. The Contractor shall make certain all data collected from Offender calls shall be placed in the appropriate Offender's file and written approval received from the State before any duplicate files are deleted.

A.9. TRAINING REQUIREMENTS

- a. The Contractor shall develop and submit a formal training program for as many staff deemed necessary by the State with fixed interval update training on a regular basis to ensure ongoing competency on new system features.
 - b. The Contractor's training program shall be submitted to the State for approval forty-five (45) days prior to the initial rollout and the training shall occur thirty (30) after Contract execution. The conduct of in-person training sessions shall be subject to the approval of the State's Chief Medical Officer and shall take place at a State designated facility. The Contractor shall adhere to all applicable Federal, State and Local health protocols for in-person facilitation. Any and all adjustments made to the training schedule shall be mutually agreed upon by both parties at a minimum of two (2) weeks prior to the desired training date.
 - c. The State shall provide computers, telephone and audio-visual equipment specified by the Contractor in the designated training plan to support the training.
 - d. Training on the Interactive Voice Response Offender Tracking System shall be tailored for State staff. Training for designated State staff (system users as well as State personnel who shall be trained to conduct Offender training on system utilization) shall encompass at a minimum the following:
 1. An overview of the system and its functionality to include procedures on how to access and navigate the system
 2. Offender enrollment
 3. Enrollment search functionality
 4. Modification of Offender information to include specific questions and or custom voice messages the Offender must answer
 5. Input/change reporting schedules
 6. Online and toll free number voicemail retrieval
 7. Generation of pre-formatted customized merge letters
 8. Archiving of data and voice response records
 9. How to generate and receive reports
 10. How to terminate Offenders from the system
 11. Any other functionality of the system that is necessary for State staff to be familiar with.
 - e. The Contractor shall also provide instruction on the designated customer assistance procedures and any other issues affecting the supervision of Offenders.
 - f. The Contractor shall plan for semi-annual instructor-led training sessions with training manuals throughout the contract term. The purpose of this semi-annual training shall be to train newly hired probation and parole officers, provide refresher training for seasoned officers, and to cover system functionality changes that are of such a nature that formal training is required for authorized State personnel to use the system. Changes to system functionality shall require updates to the Training Manual and/or the Offender Quick reference Guide, whether formal instruction is required or not. The conduct of in-person training sessions shall be subject to the approval of the State's Chief Medical Officer and shall take place at a State designated facility. The Contractor shall adhere to all applicable Federal, State and Local health protocols for in-person facilitation.
 - g. The Contractor, at its expense, shall also provide training manuals to cover State employee training. The training manuals shall become the property of the State. In addition, the Contractor shall provide a bi-lingual quick reference guide to each Offender who will use the system. The training manual, quick reference guide and training survey shall be approved in writing by the State thirty (30) days prior to the initial training start date.
- A.9.1. The Contractor shall also train designated State employees to train Offenders on how to use the Interactive Voice Response Offender Tracking System.

- a. Training for State personnel who will train Offenders shall encompass an overview of the system and its functionality with respect to how an Offender accesses the system to report in, how to access customer service if assistance is needed, and any other functionality of the system that is necessary for Offenders using the system to be familiar with.
- b. Training for State personnel who will train Offenders shall also be completed within ninety (90) days of written notification by the State. If the Contractor's training plan requires this training to be conducted in-person, the request shall be subject to the approval of the State's Chief Medical Officer and shall take place at a State designated facility. The Contractor shall adhere to all applicable Federal, State and Local health protocols for in-person facilitation.

A.9.2. The Contractor may submit a plan for alternative training delivery methods that include facilitating training in a live, virtual environment on a digital platform. The delivery platform shall be able to allow access to, at a minimum, three hundred (300) State staff to participate and be accessible from any state-issued device (laptop, iPad or iPhone) utilizing an internet browser. The training shall be recorded and made available to the State for playback and distribution to any designated State staff. The recordings shall be kept by the State through the duration of this Contract until its expiration. The training plan for alternative training delivery methods shall be submitted in writing to the State at a minimum of sixty (60) days prior to the desired training date.

A.10. **CONTRACT MANAGEMENT**

The Contractor shall retain, at a minimum, the following personnel to coordinate and manage the scope of services of this Contract.

- a. Administrator(s). The State requires the Contractor to designate an administrator(s) or account manager(s) to be responsible for managing all operations of the contract. These individuals shall be responsible for working with the State to execute the transition plan, assist in staff training and manage daily operations as outlined in the Contract and as approved by the State. The Contractor's assigned delegate shall be easily reachable through telephone communication at the Contractor's expense.

The Contractor is responsible for providing the necessary workspace, computer equipment, internet access, telephone, all needed goods and products to provide contractually required goods and services at their expense; with the exception that the State shall provide space for training needs only.

- A 10.1.
 - a. Staff selected by the Contractor for assignment on this project shall be asked if they have any association or affiliation with any inmate or Offender under any type of supervision by the TDOC. If any such association or affiliation exists, written approval from the State shall be required prior to assignment on this project.
 - b. Background Investigations. The Contractor shall not hire ex-Offenders or relatives of Offenders currently supervised in Tennessee. Prior to employment with the Contractor, applicants shall be subjected to a thorough background investigation performed by the Contractor at the Contractor's expense. The investigation shall include a criminal history record check dating ten (10) years prior using the TBI's contracted vendor with local Community Supervision District Directors/DRC Directors or their designee reviewing results following fingerprinting.
 - c. Personnel Records. Personnel files records of all subcontractors and Contract employees shall be made available to the State on an as needed basis.
 - d. Approval of Staff. The State reserves the right to approve or disapprove any individual or business entity whether it is an independent contractor or subcontractor that the Contractor seeks to utilize. The Contractor shall consult with the Assistant

Commissioner of Community Supervision or their designee prior to an individual's assignment to the Contract. The Contractor shall not assign any employees until written approval is received from the State. The Contractor shall request and receive written approval from the State for the following prior to their assignment to the Contract:

1. The Contractor's personnel with overall responsibility for this Contract.
 2. All service providers.
- e. The Contractor shall consult the State for input and recommendations before hiring, dismissing, or changing a location of Contractor's employees who provide services to the State under this contract. The Contractor shall not remove any key personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of key personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing key personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, or resignation. Unauthorized Removals does not include replacing key personnel because of promotions or other job movements allowed by Contractor personnel policies or collective bargaining agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any key personnel replacements, and appropriate transition planning shall be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- f. The Contractor shall notify the State at least ten (10) business days before redeploying non-key personnel, who are dedicated to primarily to the project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-key personnel.

A.11. CONTRACT CLOSEOUT & TRANSITION

If Applicable, upon termination or expiration of this Contract, the Contractor shall fully cooperate with the State for the purpose of conducting an orderly closeout, and transition of the Contractor's services to another entity. The Contractor shall work with the new provider as required by the State to bring about as seamless a transition as possible. The Contractor shall provide all reasonable transition assistance requested by the State during the process of closeout and transition. The Contractor shall continue to provide services without interruption or adverse effect during the transition period. In particular, the Contractor shall:

- a. Between forty-five (45) and sixty (60) days prior to the contract end date, provide the successor entity with reasonable access to the contractor's on-site employees. If less than thirty (30) days of the Contract term remains as of the time a successor is named the Contractor shall make its best efforts to provide the new contractor access to its staff noted above in this section.
- b. Transfer any TDOC-specific databases to the successor no later the end of final day of the Contract.
- c. As requested by the State, provide appropriate representation at work initiating meetings between the Department and the successor to help ensure a smooth transition of services.
- d. Ensure that all required records, reports, data, etc. are current and properly documented in the appropriate database or file for use by the successor contractor as of start of the successor contract.

- e. The Contractor shall ensure that all required Contract closeout activities are properly performed as requested by the State. Specifically, but not exclusively, the Contractor shall ensure that:
 - 1. The final invoice to the State is submitted within thirty-one (31) days of the end of the Contract.
 - 2. All supplies, equipment, manuals, etc. owned by the State are turned over to the State no later than the end of the Contract.
 - 3. All source codes to software specifically developed for use under the Contract are turned over to the Department Contract Manager or placed with an appropriate escrow agent.
- f. Contractor agrees to make all records available to the State. The records shall be in a usable format acceptable to the State. The records shall become the sole property of the State upon close-out of the contract. Refer to requirements in Section E.6.
- g. All data collected by the Contractor becomes the sole property of the State upon the close-out of the contract. The data shall be in a usable format acceptable to the State. Refer to requirements in Section E.6.

A.12. **Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.13. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Sixty Five Thousand (\$165,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Offender Reporting Event	Monthly, every two weeks or weekly
Enrolled Offender Volume	1 through 1,000
Per Offender Per Month Rate	\$5.00 per month
Offender Reporting Event	Monthly, every two weeks or weekly
Enrolled Offender Volume	1001 through 2,000
Per Offender Per Month Rate	\$4.50 per month
Offender Reporting Event	Monthly, every two weeks or weekly
Enrolled Offender Volume	2001 and up
Per Offender Per Month Rate	\$4.00 per month

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3.,

above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Department of Correction
Fiscal Services Division-3rd Floor
320 Sixth Avenue North
Nashville, TN 37243

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Correction, Division of Community Supervision;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Lisa Helton, Interim Commissioner
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, TN 37243-0850
Lisa.Helton@tn.gov
Telephone # (615) 532-9541

The Contractor:

Scott Grundberg, Managing Partner
Fieldware, LLC
Suite 701
Chicago, IL 60661
sgrundberg@fieldware.com
Telephone # (312) 258-1000 ext. 322
FAX # (312) 258-1753

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment One
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under

the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;

- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the

aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The foregoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the

Deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

- E.3. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.5. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.
- If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.
- No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.
- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to

gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: THIRTY (30) MINUTES.
 - ii. **Recovery Time Objective ("RTO").** The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: THIRTY (30) MINUTES.
 - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.6. Transfer of Ownership of Custom Software Developed for the State.

a. **Definitions.**

- (1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.

- (3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.
- (4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.
- (2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.
- (3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.
- (4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

- E.7. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
 - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.8 Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

IN WITNESS WHEREOF,

FIELDWARE LLC:



05/16/2022

CONTRACTOR SIGNATURE

DATE

Scott Grundberg, Chief Executive Officer

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF CORRECTION:



5/31/2022

LISA HELTON, INTERIM COMMISSIONER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Fieldware LLC
EDISON VENDOR IDENTIFICATION NUMBER:	149909

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Scott Grundberg, Chief Executive Officer


PRINTED NAME AND TITLE OF SIGNATORY

05/16/2022

DATE OF ATTESTATION



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31295	Edison ID 75053	Contract # 75053	Amendment # 1		
Contractor Legal Entity Name Fieldware LLC			Edison Vendor ID 149909		
Amendment Purpose & Effect(s) To extend the current contract an additional year and increase the maximum liability accordingly.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: June 30, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$165,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	\$165,000.00				\$165,000.00
2024	\$165,000.00				\$165,000.00
TOTAL:	\$330,000.00				\$330,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 				CPO USE	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT ONE
OF CONTRACT 75053**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Fieldware, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B. deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

2. Contract Section C.1. deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Thirty Thousand Dollars (\$330,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Contract Section D.2. deleted in its entirety and replaced with the following:

- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Lisa Helton, Assistant Commissioner
Community Supervision
Tennessee Department of Correction
320 Sixth Avenue North
Nashville, Tennessee 37243
lisa.helton@tn.gov
Telephone # (615) 532-8129

The Contractor:

Scott Grundberg, Chief Executive Officer

Fieldware, LLC
 564 W. Randolph Street, Suite 200
 Chicago, Illinois 60661
sgrundberg@fieldware.com
 Telephone # (312) 258-1000 ext. 322

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

4. The following is added as Contract Section D.35.:

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public Chapter No. 775.

5. The following is added as Contract Section E.9.:

E.9. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.


The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2023. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.


IN WITNESS WHEREOF,

FIELDWARE, LLC:

	5/31/2023
SIGNATURE	DATE
Scott Grundberg, CEO	

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

	Jun 12, 2023
FRANK STRADA, COMMISSIONER	DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31295	Edison ID 75053	Contract # 75053	Amendment # 2		
Contractor Legal Entity Name Fieldware LLC			Edison Vendor ID 149909		
Amendment Purpose & Effect(s) To add the FY24 budget appropriation of \$300,000 to the current contract and to add the requirements for the Offender Automation Notification System enhancements to the scope of services.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2024			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$300,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	\$165,000.00				\$165,000.00
2024	\$465,000.00				\$465,000.00
TOTAL:	\$630,000.00				\$630,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT TWO
OF CONTRACT 75053**

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Fieldware, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.6. is deleted in its entirety and replaced with the following:

A.6. IVR OFFENDER TRACKING SYSTEM REPORTING CAPABILITIES

The Interactive Voice Response Offender Tracking System shall allow authorized State staff to receive the following monthly reports from their workstations via internet access. The system shall also possess an ad hoc reporting database for the State to customize required reports when needed; in addition, the system shall include the following standardized, automated reports which provide at a minimum: Offender Name and Offender Management System Identification Number. This list is not all inclusive and the State reserves the right to modify report requests on an as needed basis.

- a. The number of Offenders enrolled in the service monthly.
- b. The number of calls received each month.
- c. The number of Offenders who have called late.
- d. The number of Offenders who have failed to report for the month.
- e. The number of Offenders who have been exited from the service monthly and the reason why (i.e., discharge, violation, unemployment, etc.).
- f. Offender address changes.
- g. Offender employment changes.
- h. Offender list by officer.
- i. Offender list by location.
- j. Agency-wide Offender list.
- k. Reporting compliance by officer, location, Agency-wide by month.
- l. Action-based to-do lists for supervision condition compliance monitoring.
- m. Automated and officer created Offender case notes.
- n. Automated Offender letter generator using pre-approved State templates.
- o. Existing Offender caseload and exception reporting.
- p. Real-time Offender compliance statistics.
- q. Generate reminders to officers for all out of compliance situations.
- r. Maintain case events of all activities performed on each case by user logon.

- s. Maintain a call history with complete details of each call received from or made to an Offender and any messages left.
- t. System monthly availability report determining whether Contract met required service levels as specified in Contract Section A.4.c.
- u. Which Offenders are delinquent on vendor fees and how many vendor payments the Offender has missed.
- v. Which Offender(s) have attempted to call in using a rotary phone and were unable to successfully complete their scheduled call.

2. Contract Section A.6.4. is deleted in its entirety.

3. The following is added as new Contract Section A.9.:

A.9. Offender Automation Notification System Enhancements. The Contractor shall provide automated functions to current and future enrolled Offenders. These functions shall include, but not be limited to, calendar reminders by telephone call or text message regarding reporting, programming, behavioral health specialists, psychosexual evaluation, treatment, court appearance, and risk and needs assessment (RNA), and other individualized appointments. This list is not all inclusive and is subject to revision by the State. The system shall call the Offender five (5) days prior to the appointment and again three (3) days before the appointment, followed by a same day text reminder. The system will also autogenerate OMS codes to document the contacts and flag any contact that indicates in the system as not received by the Offender.

4. Current Contract Section A.9. is renumbered as Section A.10 and the remaining sections are renumbered accordingly.

5. Contract Section C.1. deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Six Hundred Thirty Thousand Dollars (\$630,000.00) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

6. Contract Section C.3. deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Offender Reporting Event	Monthly, every two weeks or weekly
Enrolled Offender Volume	1 through 1,000
Per Offender Per Month Rate	\$5.00 per month

Offender Reporting Event	Monthly, every two weeks or weekly
Enrolled Offender Volume	1,000 through 2,000
Per Offender Per Month Rate	\$4.50 per month
Offender Reporting Event	Monthly, every two weeks or weekly
Enrolled Offender Volume	2,001 and up
Per Offender Per Month Rate	\$4.00 per month
Offender Automation Notification System Enhancements	\$25,000 per month

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

FIELDWARE, LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

FRANK STRADA, COMMISSIONER

DATE