

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 12/16/25☒ Resolution ☐ OrdinanceContact/Prepared By: Rickie McQueenDate Prepared: 11/21/25Title (Caption): Collaboration Agreement between Martha O'Bryan Center and the Metropolitan Action Commission as part of TennesseeOpportunity Pilot Initiative Implement Grant for the Tennessee Alliance for Economic Mobility (TAEM) coordination effort toprovide family-centered coaching. As \$160,000 was appropriated for FY26, 11/1/25 - 10/31/26, grant award is \$176,100. Request is to
appropriate the additional \$16,100.Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: Metropolitan Action Commission Requested By: Oluwadamilola Dairo, T&I DirectorAffected Department(s): Metropolitan Action Commission Affected Council District(s): 1-35**Legislative Category (check one):**

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

FINANCE Amount +/-: \$ \$176,100.00
Funding Source:

- Capital Improvement Budget
- Capital Outlay Notes
- Departmental/Agency Budget
- Funds to Metro
- General Obligation Bonds
- Grant
- Increased Revenue Sources

Match: \$ _____

- Judgments and Losses
- Local Government Investment Project
- Revenue Bonds
- Self-Insured Liability
- Solid Waste Reserve
- Unappropriated Fund Balance
- 4% Fund
- Other: _____

Approved by OMB: Aaron Pratt *AB*

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: VAUGHN WILSON

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** _____**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

GRANT SUMMARY SHEET

Grant Name: Martha O'Bryan Center TAEM 25-26

Department: METRO ACTION

Grantor: TENN. DEPT. OF HUMAN SVCES.

**Pass-Through Grantor
(If applicable):** MARTHA O'BRYAN CENTER

Total Award this Action: \$176,100.00

Cash Match Amount \$0.00

Department Contact: Marvin Cox, Family and Community Services Director
862-8860

Status: CONTINUATION

Program Description:

Martha O'Bryan Center (MOBC) and the Metropolitan Action Commission (MAC) to establish respective roles within the Tennessee Alliance for Economic Mobility (TAEM), Tennessee Opportunity Pilot Initiative Implement Grant from the Tennessee Department of Human Services for which MOBC is the lead agency. The MOU outlines the responsibility of MAC to provide two (2) family-centered coaches and capacity-building activities for which MAC will receive \$176,100.

Plan for continuation of services upon grant expiration:

N/A

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
METRO ACTION	75	Marvin Cox, Family and Community Services Director				862-8860	70120
Grant Name:		Martha O'Bryan Center TAEM 25-26					
Grantor:		TENN. DEPT. OF HUMAN SVCS.				Other:	Martha O'Bryan
Grant Period From:		11/01/25	(applications only) Anticipated Application Date:				
Grant Period To:		10/31/26	(applications only) Application Deadline:				
Funding Type:	OTHER	Multi-Department Grant		<input type="checkbox"/> If yes, list below.			
Pass-Thru:	MARTHA O'BRYAN CENTER	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$176,100.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>Martha O'Bryan Center (MOBC) and the Metropolitan Action Commission (MAC) to establish respective roles within the Tennessee Alliance for Economic Mobility (TAEM), Tennessee Opportunity Pilot Initiative Implement Grant from the Tennessee Department of Human Services for which MOBC is the lead agency. The MOU outlines the responsibility of MAC to provide two (2) family-centered coaches and capacity-building activities for which MAC will receive \$176,100.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A							
How is Match Determined?							
Fixed Amount of \$		\$0.00	or	% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		2.00	Actual number of positions added:		0.00		
Departmental Indirect Cost Rate		13.09%	Indirect Cost of Grant to Metro:		\$20,383.31		
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.	13.09%	Ind. Cost Requested from Grantor:		\$20,383.31	in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY25	\$0.00	\$0.00	\$117,400.00	\$0.00		\$0.00	\$117,400.00	\$13,588.88	\$13,588.88
Yr 2	FY26	\$0.00	\$0.00	\$58,700.00	\$0.00		\$0.00	\$58,700.00	\$6,794.44	\$6,794.44
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$176,100.00	\$0.00		\$0.00	\$176,100.00	\$20,383.31	\$20,383.32
Date Awarded:		11/17/25		Tot. Awarded:		\$176,100.00	Contract#:		N/A	
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
01/07/26

GCP Approved
01/07/26

VW

Resolution No. _____

A resolution accepting a grant through a collaboration agreement with the Martha O'Bryan Center to the Metropolitan Government, acting by and through the Metropolitan Action Commission, related to the collaborative's Tennessee Opportunity Pilot Initiative Implementation Grant from the Tennessee Department of Human Services.

WHEREAS, the Martha O'Bryan Center, as the coordinating agency for the collaborative's Tennessee Opportunity Pilot Initiative Implementation Grant from the Tennessee Department of Human Services, and the Metropolitan Government, acting by and through the Metropolitan Action Commission, have received a grant from the Tennessee Department of Human Services, in an amount not to exceed \$176,100.00 with no cash match required; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

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

Section 1. That the grant as reflected in the collaboration agreement by and between the Martha O'Bryan Center, in an amount not to exceed \$176,100.00, and the Metropolitan Government, acting by and through the Metropolitan Action Commission, related to the collaborative's Tennessee Opportunity Pilot Initiative Implementation Grant from the Tennessee Department of Human Services, a copy of which agreement is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Action Commission based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Courtney Mohan
Metropolitan Attorney

Member(s) of Council

Collaboration Agreement
between
Martha O'Bryan Center
and
Collaborative Agency Metro of Nashville and Davidson County –
Metropolitan Action Commission
2025-2026

This Collaboration Agreement constitutes an agreement between Martha O'Bryan Center (MOBC), Coordinating Agency, and Metro of Nashville and Davidson – Metropolitan Action Commission hereafter referred to as Collaborative Agency. The purpose of this agreement is to finalize the relationship and clarify expectations between the parties. Martha O'Bryan Center is the backbone agency for the Tennessee Alliance for Economic Mobility (TAEM) and will serve as the coordinating agency for the collaborative's Tennessee Opportunity Pilot Initiative Implementation Grant from the Tennessee Department of Human Services.

Definitions: For the Purposes of the Collaboration Agreement, the Coordinating Agency is described as the agency serving as the fiscal agent, coordinating all Collaborative Agencies, and providing oversight to this grant as a whole. The Collaborative Agency is described as the agency participating in the Pilot Grant's allowable activities including, but not limited to, direct services, capacity building, continuous quality improvement, collaboration and communication, MOU and grant compliance, and cooperating with an evaluator as part of the grant. Our ChanceTN is a pilot initiative of the TN Alliance for Economic Mobility that endeavors to support families in moving beyond the cliff.

Scope: All direct services described as part of this Agreement will be considered a part of MOBC's

Tennessee Opportunity Pilot Grant and must be provided to eligible Nashville/Davidson County families. Eligible families must meet all the following criteria as defined on the Our ChanceTN website under the "Eligibility" tab.

Purpose of Memorandum: The purpose of this Agreement is to establish the Collaborative Agency's role within the Tennessee Opportunity Pilot Initiative Implementation Grant, in terms of direct services, capacity building, continuous quality improvement, collaborative activities, MOU and grant compliance, and cooperating with an evaluator as part of the grant.

Commitment to Direct Services: The Collaborative Agency shall commit to the following activities:

- Employ 2 Family-Centered Coaches who will spend 100% of their time on Our ChanceTN and will:
- Enroll 50 families and maintain a caseload of 80% of that enrollment (including both pending and enrolled) in the family-centered coaching and wrap-around support components of TAEM, work with families to assess their self-sufficiency and complete other assessments, work with caregivers to establish an action plan based on family

defined goals, and support families in meeting any initial needs; Coaches enter assessments, action plans, and case notes in the shared database

- Meet with caregivers at a frequency (every 2, 4 or 6 weeks) that makes sense based on their lived experiences and goals (utilizing a tiered system) and provide warm hand-offs to community wrap-around supports (for example: County Resource Navigators, Employment and Education Specialists, or other specialists); Coaches enter case notes in the shared database
- Administer assessments to families on a quarterly and biannual basis; Coaches enter assessments, and case notes in the shared database
- Coordinate wrap-around supports on an ongoing basis •
- Attempt to convene care coordination meetings with families on a quarterly basis as well as engage in Navigating the Benefits Cliff to Financial Freedom for caregivers on their caseload
- Host events and/or encourage caregivers to self-organize gathering
- Supervise Collaborative Agency's Our ChanceTN staff and implement all requirements for Our ChanceTN supervisors (found in Attachment C)

See Attachment A to view the Family-Centered Coach job description and see Attachment C to review the requirements for Our ChanceTN Supervisors.

All Our ChanceTN staff must: 1) Check Basecamp once daily; 2) Enter assessments, action plans, and case notes in the shared database within 48 hours as applicable by role; and 3) Attend all required trainings before meeting with Caregivers and 4) Complete an Exit Checklist provided by the Coordinating Agency prior to their last day of employment.

Commitment to Capacity Building: Coordinating Agency agrees to coordinate capacity building supports across the collaborative and employ personnel who will be responsible for training Collaborative Agency on family-centered coaching and other elements of the model, provide technical assistance to Collaborative Agency to ensure that Collaborative Agency implements the model with fidelity, and build capacity around how to continue to strengthen the impact of the model whether related to family-centered coaching, care coordination, wrap-around supports, financial counseling, education strategies, employment strategies, or distribution of transitional benefits. The Coordinating Agency will publish and continuously update a calendar with monthly learning opportunities. Coordinating Agency will draw upon assets within the collaborative and beyond the collaborative when planning the learning series. The Coordinating Agency will lead collaborating/partnering with supervisors to share best practices and requirements regarding County Resource Navigator and Family Centered Coach roles and responsibilities. The Collaborative Agency will engage in capacity building by attending the training sessions(s), engaging in technical assistance as needed, and attending learning series sessions based on their interests. Collaborative Agency will:

- Cultivate and integrate a caregiver-centered culture where the focus is on guiding and supporting the Caregiver's outcomes to achieve their goals and dreams for the future

- Provide private available space for staff to meet with caregivers at any time. Decorate space with décor that is strengths-based
- Attend trauma-informed trainings (all Our ChanceTN staff and Supervisors)
- Attend family-centered coaching training, whether the 4-hour training or 3-day training (all caregiver facing staff)

Commitment to Continuous Quality Improvement: Coordinating Agency agrees to build and maintain a shared data system, coordinate efforts associated with the collaborative's shared data system and employ personnel who will be responsible for training Collaborative Agency on data collection and storage, provide technical assistance to Collaborative Agency to ensure data quality, and build capacity around using data to continuously improve the quality of Collaborative Agency services. The Collaborative Agency agrees to participate in data collection and storage activities by: (1) attending training sessions led by Coordinating Agency personnel; (2) collecting client data and assessment data, entering the data into the shared data system within 48 business hours and maintaining electronic files in accordance with the guidance provided in the training (3) responding to requests from Coordinating Agency personnel related to ensuring data quality; and (4) engaging in capacity building offerings related to using data to continuously improve the quality of Collaborative Agency services (a minimum of four meetings). Additionally, the Collaborative Agency commits to work toward achieving TAEM performance indicators. The Collaborative Agency will not publish or communicate collaborative data without prior approval of the Coordinating Agency. Nothing in this section shall prohibit Collaborative Agency from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act.

Collaborative Agency will:

- Complete recurring assessments within ten (10) business day timeframe
- Initial Intake Assessments are due at enrollment
- Quarterly Intake Assessments are due every three months
- Arizona Self-Sufficiency Matrix assessments are due every six months
- In the following cases, it is acceptable to document attempts to complete recurring assessments in the event that completion is not possible within 10 business days: 1) If a Caregiver is unresponsive; or 2) If a Caregiver's schedule does not allow the assessment to be completed within 10 days
- Following Data Collection, complete Data Entry procedures within 48 hours for example:
 - Entering in Assessment Information in both the Universal Assessment Tool (UAT) & Salesforce (SF)
 - Using the current "Calculating Income Excel" spreadsheet to calculate income and uploading in the Salesforce Case Record Files
 - Attempt to collect paystubs for Qualifying Event within ten (10) business days

- A qualifying event consists of a) New Job b) Increase in Wage c) Promotion
- If a qualifying event is difficult to identify and further information is needed by the Coach/and or Data Team, please reach out to the Data Team for assistance
- Family Centered Coaches are required to attend a Salesforce training a minimum of one (1) time per year and County Resource Navigators are required to attend an income workshop and Salesforce Refresher training for a minimum of one (1) time per year
- All Supervisors are to ensure that staff attend the yearly required trainings
- All Supervisors are to ensure adherence to the timeframes and expectations established related to assessments, data collection, data entry, and resolutions for data quality concerns

Commitment to Collaborate and Communicate: Coordinating Agency agrees to coordinate regular collaborative agency meetings, establish a mechanism for continuous communication, and communicate with the Collaborative Agency on an ongoing basis. The Collaborative Agency agrees to engage in partner meetings and communicate regularly. Coordinating Agency agrees to train the Collaborative Agency on the mechanism for communication across the collaborative and their role in executing (as prescribed) the collaborative's Social Marketing and Strategic Communication Plan. The Collaborative Agency agrees to attend the training and execute (as prescribed) the Social Marketing and Strategic Communications Plan. Partner agrees to utilize the Our ChanceTN name in all communications and exclusively use marketing materials provided by the Coordinating Agency. Any alternative materials must be approved by the Coordinating Agency.

Commitment to Collaborative Agreement and Grant Compliance: Coordinating Agency agrees to train Collaborative Agency on the contents of this Agreement including the guidance from the State of Tennessee related to appropriate documentation of expenses, allowable costs, invoicing, payment, and other terms and conditions required by the state. Coordinating Agency agrees to coordinate collaborative activities associated with the Agreement and grant compliance, share compliance updates and timelines, and communicate relevant activities in a timely fashion to the Collaborative Agency. The Collaborative Agency agrees to engage in activities as defined in this Agreement (see Attachment B for an overview of 2025-2026 Family-Centered Coach) and to follow the guidance from the State of Tennessee related to appropriate documentation of expenses, allowable costs, invoicing, payment, and other terms and conditions required by the state. If needed, the Collaborative Agency agrees to provide requested documentation and engage in communication for audit purposes.

Prohibited Activities

- The Collaborative Agency may not require that caregivers enroll in Our ChanceTN to receive another service at the Collaborative Agency
- • Our ChanceTN staff may not engage in religious instruction and/or engage in any form of religious proselytizing with caregivers enrolled in Our ChanceTN

Corrective Action Plan and Action Improvement Plan (if needed)

- Coordinating Agency will notify the Collaborative Agency in writing to communicate that a Corrective Action Plan is needed to address concerns/actions that includes the specified timeframe to respond back with an Action/Improvement Plan
- The Action/Improvement Plan must identify steps to resolve the problem/concern and must be submitted in writing to the Coordinating Agency within ten (10) business days from receipt of the original Corrective Action Plan
- Coordinating Agency will follow up with Collaborative Agency within ten (10) business days from receipt of the action/improvement plan
- Once the Action/Improvement Plan is approved, the Collaborative Agency will then begin implementing the Action/Improvement Plan immediately
- After 90 days of implementing the Action/Improvement Plan, the Coordinating Agency will follow up with the Collaborative Agency to ensure that the steps outlined in the plan have been completed

Commitment to Cooperate with an Evaluator: The Collaborative Agency will work with Tennessee's selected evaluator to ensure that its shared measurement framework and data collection and storage efforts are consistent with the state's plans to conduct a rigorous evaluation on the collaborative's model. The Collaborative Agency will ensure that activities (e.g. preparing for meetings with evaluators, meetings with evaluators, completing documents) required by the evaluator are completed as requested.

COLLABORATIVE AGENCY COLLABORATIVE AGREEMENT TERM

Collaborative Agency Agreement Term: This Agreement shall go into the date this Agreement is approved by all required parties of the Metropolitan Government and filed in the Metropolitan Clerk's Office ("Effective Date") and endure through October 31, 2026. Notwithstanding the foregoing, the terms of this Agreement shall govern any services or activities performed under this Agreement from November 1, 2025, through October 31, 2026.

Amendment Options: This agreement may be amended as needed within a year if the Collaborative Agency and Coordinating Agency renegotiate the number of families to be served (as outlined in the Commitment to Direct Services section) or if the expectations or requirements from the State of Tennessee change. In the case of the former, the Coordinating Agency will request that the Collaborative Agency submit an action plan related to how they will recruit additional families (whether they will be serving fewer families than originally planned or more families than originally planned).

- **Renewal Options:** This agreement may be renewed annually for up to two additional years so long as the Collaborative Agency properly performs its obligations under this Agreement in a timely and proper manner and does not violate any terms of this Agreement. In no event shall the term of this Agreement exceed sixty (60) months from the Effective Date.

PAYMENT TERMS AND CONDITIONS

Payment: During this Agreement, the Collaborative Agency may invoice MOBC for up to \$55,000 for each Family-Centered Coach per year (this amount includes all salary, benefits, and taxes associated with the positions) as well as additional costs associated with providing the aforementioned direct services to eligible enrolled families. No other expenses may be deemed allowable,

The total amount billed to MOBC, Coordinating Agency, may not exceed \$176,100.

- Metro Action Commission may be reimbursed up to \$55,000 annually for each Family-Centered Coach they employ. This amount includes all salary, benefits, and taxes associated with the position. Metro Action Commission is approved to employ 2 Family-Centered Coaches. The total annual allowable reimbursement for Family-Centered Coaching personnel is \$110,000.
- Additional costs not to exceed \$66,100 for costs associated with capacity building and other agreed upon activities as reflected in this MOU. These costs should reflect allowable costs (e.g. salaries, benefits and taxes, telephone, postage & shipping, occupancy, equipment rental & maintenance, printing & publications, travel, specific assistance to individuals, other non-personnel, etc.) that align with guidance that is provided by TAEM and the State of Tennessee. Mileage associated with the Family-Centered Coach(es), and other personnel related to collaborative activities may be reimbursed at the state-approved rate.
- Collaborative Agency is allowed to make a budget line-item revision by an amount up to twenty percent (20%) of the line-item amount provided that any increase is offset by an equal reduction of other line-item amounts

Payment of Invoice: The payment of the invoice by Coordinating Agency shall not prejudice Coordinating Agency's right to object to or question any invoice or matter in relation thereto. Such payment by MOBC shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

Invoice Submission: The Collaborative Agency shall submit invoices and supporting and the Data Compliance Requirements Checklist documentation within fifteen (15) days after the end of the calendar month in which the costs were incurred, or services were rendered by the Collaborative Agency. If invoices are not received by the 15th of the month, the Collaborative Agency must notify the TAEM Finance Team (taemaccountspavable@marthaobryan.org). Invoices received by the 15th will be processed within 30 days and mailed shortly thereafter. Any expenditure submitted more than 30 days after the month where costs were incurred may not be reimbursed. The Collaborative Agency agrees to submit invoices and supporting documentation with all invoice submissions (e.g., T-Shirt Receipt Form, Food Receipt Form, Nashville Diaper Connection receipts, etc.). If a correction(s) to submitted invoice is required, the Collaborative Agency must resubmit the invoice within 48 business hours. Please note that the timeframe and expectations established related to assessments, data collection, data entry, and resolution for data quality concerns in the "Commitment to Continuous Quality Improvement" section of this Agreement must be met in order to receive payment.

Disclaimer — Uncashed Check and Payment Notification Policy

Payment from MOBC must be received or checks cashed within 90 days (3 months) from the date of issuance. If a check is damaged, altered, or reported lost or stolen or payment has not been received it must be reported within this timeframe. Please notify TAEM immediately for further assistance. MOBC will not reissue payment beyond that time, and The Martha O'Bryan Center, Incorporated and its affiliates (Martha O'Bryan Center, Explore! Community Charter School, East End Preparatory Charter School) is not liable for any losses or damages resulting from the non-cashing of checks or no-receipt of direct deposits.

Payments from MOBC are subject to the policies of the issuing bank, which may have additional requirements or restrictions.

If you have any questions or concerns, please contact: TAEM Finance at taemaccountspayable@maflhaobryap.org.

Subcontracting: The Collaborative Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval from the Coordinating Agency.

Termination for Cause: If the Collaborative Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Collaborative Agency violates any terms of this Agreement, Coordinating Agency or TDHS shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Collaborative Agency shall not be relieved of liability to Coordinating Agency or TDHS for damages sustained by virtue of any breach of this Agreement by the Collaborative Agency.

STANDARD TERMS AND CONDITIONS

1. **Conflicts of Interest.** The Collaborative Agency warrants that no part of the funds provided the Coordinating Agency hereunder 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 Collaborative Agency in connection with any work contemplated or performed relative to this Agreement.

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

2. **Lobbying.** The Collaborative Agency certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Collaborative Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Collaborative Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

- 3. **Nondiscrimination.** The Collaborative Agency agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Collaborative Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Collaborative Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 4. **Public Accountability.** If the Collaborative Agency is subject to Tenn. Code Ann. 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Collaborative Agency on behalf of the State, the Collaborative Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Collaborative Agency shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11 in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Coordinating Agency, provide the Coordinating Agency with any necessary signs for the Collaborative Agency.

5. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Collaborative Agency in relation to this Contract shall include the statement, "This project is attended under a Grant Contract with the State of Tennessee." Subject to the provisions of the Tennessee Public Records Act, all notices by the Collaborative Agency in relation to this Agreement shall first be submitted to the Coordinating Agency so that Coordinating Agency may obtain approval from the State. Nothing in this section shall prohibit Collaborative Agency from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a public record under the Tennessee Public Records Act.
6. **Records.** The Collaborative Agency and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Collaborative Agency and any approved subcontractor, insofar as they relate to 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 until December 31, 2031 and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards.

The Collaborative Agency shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Collaborative Agency shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Collaborative Agency shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

7. **Assistance Services.** The Coordinating Agency and the Collaborative Agency shall not provide "assistance" as defined in 45 C.F.R. 260.31 as part of this Contract. The Collaborative Agency shall not provide services or payment for medical services except for mental health counseling or addiction recovery services or pre- pregnancy family planning services, as allowed by 42 U.S.C. §608(a)(6), for this Contract.
8. **Duplication of Services.** The Coordinating Agency shall work with the Collaborative Agency to remove duplication of processes and verify that services are not duplicated across programs.
9. **Third Party Requests. Corrective Action Plan.** If the Coordinating Agency fails to comply with any requirement established in the Coordinating Agency's Grant Contract, the State may direct the Coordinating Agency, in writing, to create a corrective action plan. No later than ten (10) days after the State's notice of deficiency, the Coordinating Agency shall submit to the State the corrective action plan detailing the cause for the performance failure, a strategy by which to prevent a similar performance failure in the future, and such other info as the State may require. Upon the State's approval of the corrective action plan, the Coordinating Agency shall implement it.
10. **TANF Representations.** Each of the following documents is included as a part of the Coordinating Agency's Grant Contract and is incorporated by reference. In the event of a discrepancy or ambiguity, these items shall govern in the order of precedence shown below:
 - a. Any amendment to the Coordinating Agency's Contract, with the latter in time controlling over any earlier amendments;
 - b. The Coordinating Agency's Grant Contract with any attachments or exhibits (excluding the items listed at subsections c through f. below);
 - c. the Coordinating Agency's Grant Budget, attached in the Coordinating Agency's Grant Contract hereto as Attachment A;
 - d. any other attachments;
 - e. any additional performance standards referred to in Section A.22 of the Coordinating Agency's Grant Contract;
 - f. the Coordinating Agency's proposal, if any, which is incorporated to supplement the scope of services
11. **Indemnification.** Coordinating Agency shall indemnify and hold harmless Collaborative Agency, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Coordinating Agency, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement. Collaborative Agency will not indemnify, defend, or hold harmless in any fashion Coordinating Agency from any claims arising from any failure, regardless of any language in any attachment or other document that Coordinating Agency may provide.
12. **Modification.** This agreement may be modified only by written amendments executed by all parties and their signatories hereto.

13. **No Agency Relationship.** This Agreement shall not in any way be construed or intended to create an employment relationship between the parties, a partnership or joint venture between the parties or to create the relationship of principal and agent between or among the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph.
14. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
15. **Governing Law and Venue.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the Parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.
16. **16- Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void. The remainder of the provisions of the Agreement not in question shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signatures.

Martha O'Bryan Center

Authorized Agent's Signature



November 17, 2025

Signature

Date

Marsha Edwards

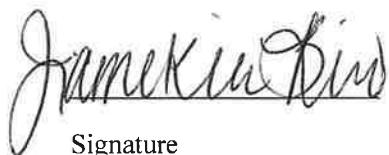
President and CEO

Printed Name

Title

Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Action Commission

Authorized Agent's Signature



11/20/25

Signature

Date

Jamekia Bries

Executive Director

Printed Name

Title

**SIGNATURE PAGE FOR
COLLABORATION AGREEMENT WITH
MARTHA O'BRYAN CENTER FOR THE
TENNESSEE ALLIANCE FOR ECONOMIC MOBILITY (TAEM)
11/1/25 – 10/31/26 (\$176,100)**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

____ (see previous page)
Jamekia Bies, Ed.S., Executive Director
Metropolitan Action Commission

Date

Signed by:


Erika R. Burnett, Chair
Metropolitan Action Commission

11/21/2025 | 9:05 AM CST

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennaeen Reed/mjw

Director, Department of Finance

1/8/2026 | 9:47 AM CST

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Insurance

1/8/2026 | 11:03 AM CST

Date

APPROVED AS TO FORM AND LEGALITY:

Courtney Mohan

Metropolitan Attorney

1/8/2026 | 11:25 AM CST

Date

FILED:

Metropolitan Clerk

Date

Attachment A: TAEM Family-Centered Coach Job Description

Title of Position: Family-Centered Coach

Description of Duties and Responsibilities: Works directly with participants in a collaborative process to help identify and achieve children, caregiver, and family goals. Using Family Centered Coaching, strives to serve the whole family, keeping the participants in the driver's seat, and centering families as the experts on their own strengths and perceived challenges ahead. The Family-Centered Coach will:

- Lead coached families in Care Coordination, helping build a team of support that surrounds each family and guides them towards their self-identified goals.
- Connect families with needed and available community resources including but not limited to TAEM Collaborative Agency's services and TAEM's Navigators and Specialists.
- Provide holistic and comprehensive services to caregivers including intake assessments, goal setting, long-term action plan development, progress monitoring (including ASSM and appropriate assessments), advocacy and referrals.
- Meet with family on a regularly scheduled basis (based on tiers) for 18-36 months on average.
- Maintain 25 enrolled families at a given time
- Conduct home visits as needed.
- Input family participation, progress, and assessments in TAEM's data system. Use data to make informed decisions and improve family interactions and supports.
- Make an effort to host or attend events to recruit eligible caregivers in your county – may require travel (as needed based on capacity).

Qualifications for Position: Bachelor's degree in human or social services, education, or related field, with at least two years of experience working with families and young children. Nonprofit experience and training in trauma-informed care, family-centered coaching, conscious discipline, and ACES preferred.

Skills and Knowledge Required:

- Strong interpersonal skills and the ability to build and maintain positive relationships.
- Excellent verbal and written communication skills, and strong management/organizational skills.
- Knowledge of inner-city human services needs and methods of delivery.
-

Personal Qualities:

- Passion for working with people, especially with young children, and can maintain a high level of confidentiality regarding sensitive information.

Amount of travel and any other special conditions or requirements: County/regional travel required

Salary range: \$36,000-\$54,000 (depending on agency)

Hours per day or week: 40 hours/week (1 FTE)

Attachment B: Overview of 2025-2026 Activities for TN Alliance for Economic Mobility Family Centered Coaching Collaborative Agency's

- **Direct Services**
 - Hire and supervise Family-Centered Coach(es) who will complete the activities described in the "Commitment to Direct Services" section of this MOU as well as in the Family Centered Coach job description (Attachment A).
- **Capacity Building**
 - Engage in capacity building by attending training sessions on family-centered coaching, county resource navigation, and other elements of the model, engaging in technical assistance as needed, and attending learning series sessions based on Collaborative Agency interest.
 - Our ChanceTN staff and supervisors must attend 80% of all required meetings
 - County Level Working Groups
 - Partner Collaborative Meetings
 - Communities of Practice
- **Continuous Quality Improvement**
 - Participate in data collection and storage activities by:
 - Attending training sessions led by Coordinating Agency personnel.
 - Collecting client data and assessment data, entering the data into the shared data system, and maintaining electronic files in accordance with the guidance provided in training.
 - Responding to requests from Coordinating Agency personnel related to ensuring data quality.
 - Engaging in capacity building offerings related to using data to continuously improve the quality of Collaborative Agency's services (a minimum of four meetings).
 - Commit to work toward achieving TAEM performance indicators.
 - Commit to adhere to the timeframes and expectations established related to assessments, data collection, data entry, and resolution for data quality concerns as outlined in the Commitment to Continuous Quality Improvement section of this MOU.
- **Commitment to Collaborate and Communicate:**
 - Engage in meetings and communicate regularly.
 - Attend a training on the mechanism for communication across the collaborative and the Collaborative Agency's role in the collaborative's Social Marketing and Strategic Communications Plan.
- **Commitment to MOU and Grant Compliance:**
 - Engage in activities as defined in this MOU (as summarized in this attachment) and follow the guidance from the State of Tennessee related to appropriate documentation of expenses, allowable costs, invoicing, payment, and other terms and conditions required by the state.
- **Commitment to Cooperate with an Evaluator:**
 - Ensure that activities (e.g. preparing for meetings with evaluators, meetings with evaluators, completing documents) required by the evaluator are completed as requested.

Attachment C: Requirements for Our ChanceTN

Our ChanceTN Supervisors

1. Check Basecamp every Monday & Friday
 - Review "Monday Memo" Announcements, calendar, download updated documents (mileage report, Client Assistance, etc.
2. Attend Collaborative Meetings and Required Trainings
 - Attend 80% of Collaborative Agency Meetings (rotates between Zoom and In-Person)
 - RSVP on the calendar invite
 - Attend 80% of County Working Group Meetings (rotates between Zoom and In-Person).
 - Attend 80% of Communities of Practice Meetings'
 - Participate in End of Quarter Compliance and Accountability Check-in's (In-Person/Zoom)
 - Participate in meetings with Coordinating Agency twice a year to review performance outcomes (3 month/6month)
 - Attend Data Dives
 - Attend any required trainings
3. Review monthly Compliance emails from the Compliance and Accountability Manage
4. Review bi-weekly Supervisor Dashboards from the Data Team
5. Support staff and ensure fidelity to the Our ChanceTN model
 - Ensure staff are fulfilling their responsibilities as outlined in their job descriptions as well as any best practices or additional requirements established for their role
 - Ensure staff are adhering to the model whether related to their role, pathway, referrals to other staff, or other activities that might impact the fidelity of the model
 - Meet weekly/bi-weekly with staff to review program goals, outcomes, and data
 - Schedule quarterly reflection meetings with staff
 - Incorporate 5-minute wellness activity at the start or end of all meetings with staff
 - Ensure staff complete required trainings

Attachment D: Subcontracting

D.5 Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontractors are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to “Conflicts of Interest”, “Lobbying,” “Nondiscrimination, “Public Accountability,” “Public Notice.” And “Records” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6 Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

D.7 Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant loan, or cooperative agreement, the Grantee shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards and all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. & 1352.

D.10 Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.12 Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq. or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11”) in height and seventeen inches (17”) in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.13 Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.15 Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment until December 31, 2031, and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representative.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirement, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office or the Commissioner of Finance and Administration of the State of Tennessee.

E.10 Additional Subcontracting Requirements. If subcontractors are approved by the State, they shall contain, in addition to those sections identified in D.5., sections pertaining to assistance services (Section A.4.), duplication of services (Section A.5.), third-party requests (Section A.33), and TANF representations (Section A.36). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

A.4 The Grantee and its subcontractors shall not provide “assistance” as defined in 45 C.F.R. § 260.31 as part of this Grant Contract. The Grantee shall not provide services or payment for medical services except for mental health, counseling or addiction recovery services or pre-pregnancy family planning services, as allowed by 42 U.S.C. § 608(a)(6), for this Grant Contract.

A.5 The Grantee shall work with its subcontractors and partners to remove duplication of processes and verify that services are not duplicated across programs.

A.33 Corrective Action Plan. If the Grantee fails to comply with any requirements established in this Grant Contract, the State may direct Grantee, in writing, to create a corrective action plan. No later than ten (10) days after the State’s notice of deficiency, the Grantee shall submit to the State the corrective action plan detailing the cause for the performance failure, a strategy by which to prevent a similar performance failure in the future, and such other info as the State may require. Upon the State’s approval of the corrective action plan, the Grantee shall implement it.

A.36 Each of the following documents is included as a part of this Grant Contract and is incorporated by reference. In the event of a discrepancy or ambiguity, these items shall govern in the order of precedence shown below:

- a. Any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Grant Contract with any attachments or exhibits (excluding the items listed at subsections c. through f. below);
- c. the Grant Budget, attached hereto as Attachment A;
- d. any other attachments;
- e. any additional performance standards referred to in Section A 22 above;
- f. the Grantee's proposal, if any, which is incorporated to supplement the scope of services

Attachment E: Artificial Intelligence (AI) Use and Compliance Requirements

The Contractor agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee's Enterprise Artificial Intelligence **Policy (Policy 200-POL-007)**, available at:

https://www.tn.gov/content/dam/tn/finance/artificial-intelligence/Enterprise_Artificial_Intelligence_Policy.pdf

The Contractor further agrees to the following:

1. Data Privacy and Security

Contractor shall not use, access, store, transmit, or process any State Data – including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications – through any AI tools or platforms unless:

- The AI tool is explicitly approved in writing by the State.
- The tool is operated within a secure State-controlled or approved environment.

2. Prohibition on Model Training

Contractor shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy No. 200-POL-007.

3. Transparency and Accountability

Contractor shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Contractor is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

4. Use of Approved Tools Only

Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

5. Ongoing Compliance and Risk Mitigation

Contractor shall ensure continued compliance with evolving State and federal regulations related to AI. The State reserves the right to audit or review AK usage under this Agreement at any time.

6. Indemnification

Contractor, not to ever include the Metropolitan Government or the Collaborative Agency, shall further indemnify and hold harmless the State in accordance with the Hold Harmless section of this Agreement for any unauthorized disclosure, misuse, or compromise of State Data resulting from AI-related processing that violates this Agreement or State policy.