



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34549-90425	Edison ID 83907	Contract #	Amendment # 2
Contractor Legal Entity Name Metro Government of Nashville & Davidson County			Edison Vendor ID 4
Amendment Purpose & Effect(s) Extend term, Increase maximum liability. Revise scope, B2, E2, E3 and E8. Add A7			
Amendment Changes Contract End Date: ☒ YES ☐ NO		End Date: September 30, 2027	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 152,000.00			
Funding ---			
FY	State	Federal	Interdepartmental
2025	\$0.00	\$143,200.00	\$0.00
2026	\$0.00	\$152,000.00	\$0.00
2027	\$0.00	\$122,800.00	\$0.00
2028	\$0.00	\$38,000.00	\$0.00
2029	\$0.00	\$0.00	\$0.00
2030	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$456,000.00	\$0.00
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>Winfield Shiers</i>		CPO USE	
Speed Code (optional)	Account Code (optional)		
	71301000		

**AMENDMENT TWO
OF CONTRACT 83907**

This Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, 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. The following is added as Contract Section A.7.:

A.7. 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: [tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf](https://tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007%20Enterprise%20Artificial%20Intelligence%20Policy.pdf)

The Contractor further agrees to the following:

a. 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:

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

b. 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-OL-007.

c. 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.

d. 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.

e. 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 AI usage under this Contract at any time.

2. Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning on October 1, 2024 ("Effective Date") and ending on September 30, 2027 ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
3. Contract Section B.2. is deleted in its entirety and replaced with the following:
 - B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, 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.
4. Contract Section C.1. is 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 four hundred fifty-six thousand dollars (\$456,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.
5. Contract Section E.2. is deleted in its entirety and replaced with the following:
 - E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gwen Laaser, Director, Child Care Services
Tennessee Department of Human Services
Andrew Johnson Tower, 11th Floor
710 James Robertson Parkway
Nashville, TN 37243
gwen.laaser@tn.gov
Telephone # (615) 313-3893

Administrative Contact:

Chasidy Johnson, Director of Compliance, Child Care Services
Tennessee Department of Human Services
Andrew Johnson Tower, 11th Floor

710 James Robertson Parkway
Nashville, TN 37243
Chasidy.Johnson@tn.gov
Telephone # (615) 313-4893

The Contractor:

Angelina Hooper, Public Health Manager
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Ave
Nashville, TN 37209
Angelina.hooper@nashville.gov
Telephone # (615) 340-8900

Administrative Contact:

Holly Rice, Finance Manager
Metropolitan Government of Nashville & Davidson County
2500 Charlotte Ave.
Nashville, TN 37209
holly.rice@nashville.gov
Telephone # (615) 340-8900

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

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend the Contract upon written notice to the Contractor. Said termination or suspension shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination or suspension, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

7. Contract Section E.8. is deleted in its entirety and replaced with the following:

E.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to

- the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

"Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
 - d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: [the System for Award Management \(SAM.gov\)](https://www.sam.gov).

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

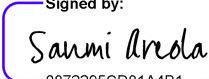
Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, 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 October 1, 2026. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Signed by:	
	7/10/2026
0872295CD81A4B1...	
SIGNATURE	DATE
Sanmi Areola	Director
PRINTED NAME AND TITLE OF SIGNATORY (above)	

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER	DATE
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IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:
Sanmi Anola
0072295CD01A4B1...
Director, Metro Public Health Department

7/10/2026
Date

Signed by:
Tené Hamilton Franklin
BEBF0BBF14D14B0...
Chair, Board of Health

7/10/2026
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennene Reed/mjr
02377A2A0742409...
Director, Department of Finance

Initial
BN

DS
AP

7/10/2026
Date

APPROVED AS TO RISK AND INSURANCE:

Signed by:
Balogun Cobb
08804BF12FD741C...
Director of Risk Management Services

7/14/2026
Date

APPROVED AS TO FORM AND LEGALITY:

Signed by:
Matthew Garth
66F60922930844F...
Metropolitan Attorney

7/14/2026
Date

Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date