# GRANT CONTRACT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND NASHVILLE ANTI-HUMAN TRAFFICKING COALITION

This Grant Contract issued and entered into pursuant to Resolution RS2025- by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Nashville Anti-Human Trafficking Coalition, ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

#### A. **SCOPE OF PROGRAM**:

A.1. The Recipient will partner with the Metro Public Health Department in implementing a program focusing on providing comprehensive services that support victims of sex trafficking, primarily women and children, through rescues, assessments, intervention, addiction, and trauma recovery. This program will offer individuals essential resources, including transportation, clothing, enrollment fees if needed, and personal items (i.e., bedding, toiletries, etc.) to support a smooth transition into recovery programs. By collaborating with local organizations, the program aims to foster long-term stability, safety, and reintegration for all victims of human trafficking.

The recipient will use the funds to pay a portion of the salaries of the director of rescues, the rescue coordinator, therapist, two case managers, and program support and to provide the following outcomes:

- Recipient will provide trauma-informed care by trained and licensed providers.
- Recipient will provide survivor-informed, and survivor-led interventions, services, and programming.
- Recipient will provide 150 individual assessments to program participants.
- Recipient will provide up to 100 human trafficking rescues.
- 120 unduplicated individuals will receive assessments, interventions, and rescues.
- Recipient will provide indigent victims with everything needed for treatment including transportation (Freedom Aviation if flying), clothing, shoes, toiletries, bedding, and enrollment fees if needed.
- Recipient will provide overall care and concern for victims through tracking the total
  amount of victim interactions and assessments. Assessments that are linked to
  interventions, and interventions linked to rescues will be tracked through a system.
- Recipient will provide a tracking system for victims that are rescued throughout their detoxification and rehabilitation process to show relationship continuity with the individual.
- Recipient will increase the percentage of rescued individuals who complete a
  rehabilitation program and subsequently enroll in the Nashville Anti Human Trafficking
  'Restore Program' by 25%. This will be measured by monthly reports tracking the number
  of program enrollments and participant progress in both rehabilitation completion and the
  'Restore Program' within the Nashville area."
- Recipient will use the "APRICOT" case management data system to track and evaluate individual participation.
- Recipient will maintain community relationships with stakeholders and law enforcement entities offering survivor-informed trainings for increased human trafficking awareness and victim advocacy.
- A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the

effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Frequency of services provided.
- Number of individual assessments performed.
- · Monthly program progress reports.
- Number of unduplicated individuals receiving assessments, interventions and rescues.
- Number of individuals who complete the rehabilitation program and enroll in the "Restore Program"
- Other data as requested.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

#### B. **GRANT CONTRACT TERM**:

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

## C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed One Hundred Ten Thousand dollars (\$110,000). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2. of this Grant Contract, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Payment Methodology. The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Recipient shall submit invoices and any supporting documentation as requested by Metro to demonstrate that the funds are used as required by this Grant, prior to any payment for allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged by Spending Plan line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under this Grant Contract to date.

Recipient must send all invoices to Anidolee.Melville-Chester@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant <u>Annual Expenditure Report</u>, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment**. Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. **Termination Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.

- a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. Termination Funding. The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may 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 Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. Nondiscrimination. The Recipient hereby agrees, warrants, and assures that no person will 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 Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

- D.11. **Reporting.** The Recipient must submit a <u>Final Program Report</u>, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. Metro Liability. Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. Indemnification and Hold Harmless.
  - a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.17. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State**, **Local and Federal Compliance**. The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

- D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D.25. Assignment—Consent Required. The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.
- D.26. Gratuities and Kickbacks. It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this

paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below <u>or</u> to such other party, email, or address as may be hereafter specified by written notice.

#### Metro

For contract-related matters: Holly.rice@nashville.gov 2500 Charlotte Avenue Nashville, TN 37209 (615) 340-8900 For inquiries regarding invoices: Nancy.uribe@nashville.gov 2500 Charlotte Avenue Nashville, TN 37209 (615) 340-5634

#### Recipient

Nashville Anti-Human Trafficking Coalition Executive Director PO Box 158972 Nashville, TN 37215

- D.28. Lobbying. The Recipient 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 Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c) The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

#### D.29. Certification Regarding Debarment and Convictions.

- a) Recipient certifies that Recipient, and its current and future principals:
  - 1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.

- 2) have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant.
- 3) have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.
- b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).
- D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.
- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.
  - Recipient warrants that it is familiar with the requirements of HIPAA and its
    accompanying regulations and will comply with all applicable HIPAA requirements in the
    course of this Agreement.
  - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
  - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

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	t between the Metropolitan Government of Nashville and Davidson County and -Human Trafficking Coalition Contract # January 21, 2025
RECIPIENT:	Nashville Anti-Human Trafficking Coalition
Ву:	Christina Meadows
Februar	subscribed to before me, a Notary Public this 28th day of 2025, by Christina Meadows, the foodations & rescur of Contractor and duly authorized to execute this instrument on chalf.
Notary Public:	Jacob Morphis
My Commission	n Expires: \2/22/25
	TENNESSEE  NOTARY PUBLIC  NOTARY PUBLIC  NOTARY PUBLIC  NOTARY PUBLIC  12/22/2025

<b>Grant contract between the Metropolitan Governmer Nashville Anti-Human Trafficking Coalition Contract</b>	
IN WITNESS WHEREOF, the parties have by their duly METROPOLITAN GOVERNMENT OF NASHVILLE AN	
Sarmi Arrola	3/4/2025
Director, ivietro Public Health Department	Date
—signed by: Tené Hamilton Franklin	3/13/2025
Chair, Board of Health	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
Signed by:  Junear Rudingw  DH  AP	3/18/2025
Director, Department of Finance	Date
APPROVED AS TO RISK AND INSURANCE:	
DocuSigned by:	
Balozun Cobb	3/18/2025
DIRECTOR OF KISK Management Services	Date
APPROVED AS TO FORM AND LEGALITY:	
Matthew Garth	3/31/2025
Metropolitan Attorney	Date
FILED:	
Metropolitan Clerk	Date
Metropolitari Cierk	Date

Table of Contents of Attachments:

- A. Grant Spending Plan
- B. Application
- C. Certificate of Assurance
- D. Non-Profit Grants Manual Receipt Acknowledgement
- E. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Letter
- F. Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- G. Independent Audit completed by Certified Public Accountant
- H. Certificate of Insurance

#### **ATTACHMENT A**

# GRANT BUDGET (BUDGET PAGE 1)

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.

period.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH <sup>3</sup>	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$82,193.00	\$110,000.00	\$82,193.00
2	Benefits & Taxes	\$27,807.00	\$0.00	\$27,807.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (0% of S&B)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$110,000.00	\$110,000.00	\$110,000.00

<sup>&</sup>lt;sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf).

 $<sup>^{\</sup>mathbf{2}}$  Applicable detail follows this page if line-item is funded.

<sup>&</sup>lt;sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

# **GRANT BUDGET LINE-ITEM DETAIL**

(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	Х	Percentage of Time	+	Longevity Bonus	
Director of Rescue	100000	Х	30%	+		\$ 30,000.00
Rescue Coordinator	60400	Х	50%	+		\$ 30,200.00
Therapist	65000	Х	25%	+		\$ 16,250.00
Care Manager	65000	Х	25%	+		\$ 16,250.00
Care Manager	57200	Х	25%	+		\$ 14,300.00
Program Support	35276	Х	9%	+		\$ 2,998.46
ROUNDED TOTAL						\$ 110,000.00
PROFESSIONAL FEE/ GRANT & AWARD						AMOUNT
ROUNDED TOTAL						\$ -
TRAVEL/ CONFERENCES & MEETINGS						AMOUNT
ROUNDED TOTAL						\$ -
SPECIFIC ASSISTANCE TO INDIVIDUALS						AMOUNT
ROUNDED TOTAL						\$ 

both Detra.major@n			ITY SAFETY FUN					(Application Part A)	
			CIRCLE THE ON	E CATEG	ORY OF FU	NDING THAT Y	OU ARE APPLYING	G FOR:	
Literacy: _ Restorative Justice_		Violence: ps/Seminars	Community Se After School Pro	ogram	Violence_		ach and Education_	y Violence Prevention Special Assistance to I	Group nviduals XX
			WII	LLTHEP	ROPOSED	PROGRAM BE:	(Choose One)		
A New Program: _		An Existing Pr	ogram: X	An Expa	nsion of Exis	ting	Program: _		
	100			130	PPLICANT	INFORMATION			
Legal name of Applica									
Contact Person Name:	Mary L	ee McKee	Title:		oordinator		#0.1.00/ FE1.		
Contact Person Phone:			Email Address	m	arvlee@n	ahtcoalition_or	g 504-206-7716	D	
Agency CEO Name:	Mary T		to allow the second		ve Director				
Agency CEO Phone:	615-714	1-2878	Email Address	m	ary@nahtce				
			S. S.		AGENCY'S	MAIN OFFICE			
Complete Address:P.C	Box 158	972							
Phone 615-956-1320		Fax	Website:www						
						INFORMATION	£		
Agency's most recent l	ΥY	3,998,235	Amount of cur		_	n/a			
Actual Revenues >		1	or direct appro	opriation (i	f				
(See Note Below)			applicable):	. Io	10.1				
Total FY25 CSF Rec	uest >	165,404	Agency's Fried Yes Date (Month Day)	irsun ()	1/01				
This amount should not ex		#D1V/0!					(Leave Blank)		
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# FY25 COMMUNITY SAFETY FUND PROGRAM NARRATIVE

# 1. Executive Summary (800 keystrokes)

The Nashville Anti-Human Trafficking Coalition's target population is primarily female victims of human trafficking in the Metro Area.

With this funding NAHT will provide assessments, interventions and rescues to trafficking victims and will quarterback their care with recovery partners, including transportation, enrollment fees if needed, and any provisions required to enter treatment such as bedding, toiletries, clothing.

These services benefit the public safety of the community because human trafficking is the fastest growing industry behind drug trafficking, and it must be squelched. Thousands of women and children are being sold for sex and drugs throughout our community every day. These women are mothers and daughters caught in the vice grip of their addiction and their traffickers.

# 2. Capacity of the Applicant and Relevant Organizational Experience (1000 keystrokes)

The mission of NAHT is rescue and restore women and children from the bondage of human trafficking and addiction.

For more than 10 years NAHT has served victims of human trafficking. Prior to NAHT's official launch it was an affiliation of community members and nonprofits that regularly served women on Murfreesboro Road, a hub of trafficking. By 2017, founder Mary Trapnell led the Anti-Human Trafficking Christ Presbyterian Church missional community and partnered with Men of Valor, People Loving Nashville and others to serve victims. Outreach efforts produced many opportunities to help victims leave human trafficking, begin detox and rehab programs, and find housing in trauma-informed and sober living communities. In 2019, NAHT become a 501(c)(3).

Key management include founder Trapnell; Christina Meadows, Director of Operations, rescue interventionist and survivor of human trafficking.

NAHT is proud to be certified by the Evangelical Council for Financial Accountability.

# 3. Problem & Target Population (1200 keystrokes)

Nearly 100% of the women NAHT serves in its Rescue program are in active trafficking. Nearly 100% have the disease of addiction. A vast majority were sexually exploited as children, grew up in broken homes of addiction, divorce or in foster care. Nearly 100% are homeless. 100% are impoverished and have little to no agency as they are controlled by their trafficker, do not have driver's licenses and are shackled by an accumulation of warrants and court fines. They need an intervention to break from this heinous bondage.

NAHT's model is to provide not only trauma-informed care by trained, licenses providers, but also survivor-informed and survivor-led interventions, services and programming. The growing number of sober, thriving survivors on staff correlates to the percentage increase of completed

rescues, year over year. When a survivor of trafficking meets a victim and says, "If I can do it, YOU can do it and we will be with you," the chances dramatically increase that the victim will take the frightening steps towards freedom.

NAHT uses ACORN case management to document and track all interactions and services including assessments, interventions, rescues and follow-up.

#### 4. Service Gaps (800 keystrokes)

There are great detox and rehab programs in Nashville. NAHT is not a residential program. We are a "mobile intervention program" that coordinates with detox and rehab programs. As a survivor-informed organization, NAHT was created to fill in gaps in service to trafficking victims: we provide survivor-led, street-level interventions and quarterback victims' care with our partners. When a victim is ready, NAHT meets her where she is and assists her to freedom.

After a survivor-led assessment, NAHT places a victim usually in 24 hours, providing transportation and entry fees, if needed. If the victim has no possessions, she receives clothing, bedding and toiletries. Once admitted, NAHT continues to support by providing needs, including encouragement through NAHT's Letters of Hope ministry.

## 5. Program Design (4700 keystrokes)

NAHT is applying to the Community Safety Fund under the "Special Assistance to Individuals" category. The budget is based on 150 assessments and 100 rescues, which represents approximately 120 unduplicated individuals receiving assessments, interventions and rescues.

We respond to referrals from law enforcement, service providers, family members, previously trafficked victims or directly to victims who reach out to NAHT. When we receive a referral, the survivor-interventionist makes contact with the victim. The interventionist, a survivor of human-trafficking herself, assesses the victim's current situation, including drug use, level of danger, legal situation, family situation, readiness to break from the bondage. The interventionist establishes a relationship with the victim, enhanced by the fact that the interventionist is a former victim. Typically, multiple interactions precede an intervention. When the victim is ready, a plan is made for placement in the best-suited detox or rehab program. Due to our extensive relationship with providers throughout the state and out of state, a victim can usually be placed within 24 hours. When she is ready and a plan is made, an intervention is performed. The survivor-interventionist will meet the victim where she is, whether on the street, a homeless camp or the hospital. If she has no possessions, she will be brought to NAHT offices where she may obtain all that she might need for treatment, including clothing, shoes, toiletries and bedding. NAHT will then transport her to the facility, including flights if necessary with our partner Freedom Aviation.

The 3 primary measurable outcomes for those being served by the NAHT Rescue Department include:

 Victim experiences genuine care and concern from NAHT expressed in trust and willingness to partner with NAHT for her rescue. This is measured by the number of interactions and assessments that convert to interventions and interventions that convert to completed rescues.

- 2. Interventions that convert to completed rescues result in continued relationship with victim/survivor throughout detox and rehab.
- 3. Increasing number of rescues that complete rehab and enroll in long-term recovery programs in the greater Nashville area enroll in the NAHT Restore program, a support program for survivors of human trafficking in the early stages of their recovery.

To achieve these outcomes, NAHT has prioritized incorporating the wisdom of former human trafficking victims in the DNA of all outreach and programming. NAHT services and programs are survivor-informed and survivor-led. As primary contact is made to victims by survivors of human trafficking who are sober and thriving, real hope is conveyed to victims that freedom from trafficking and addiction is possible. Survivors interact with victims and inspire hope that they can take the scary steps to freedom. Survivors share their stories of escape and recovery and promise that the organization will be there every step of the way. This strategy results in an increasing number interventions that result in completed rescues year over year. As of today, 100% of 2024 interventions have resulted in completed rescues, meaning that an intervention results in transporting a victim to treatment.

A typical day? Ha! Every day is different. We typically hear the survivor interventionist on the phone, maybe pacing in her office, hands gesticulating, in urgent conversations with someone who is desperate but unsure about how to move forward. The survivor interventionist shares her own experience and promises that if she can do it, the woman on the other end of the line can too. She shares the commitment of NAHT to walk through every step with her. She is not alone! She explains that it will be hard. The hardest thing she has ever done, but she will be supported all the way. The survivor interventionist might share that she was once estranged from her children, but now has visiting rights. She might explain that it's possible to one day be free from warrants and court fines. It's possible! And then we might hear the survivor interventionist stop. She's making notes. A meeting time. A meeting place. They will pick her up tomorrow and take her to detox. Freedom is beginning.

Every interaction, assessment, intervention and rescue is captured in ACORN, NAHT's case management system. All relationships are tracked therein, and data compiled. Reports are easily pulled.

# 6. Leveraging and Collaboration of Community Resources (1200 keystrokes)

NAHT has a close relationship with multiple community partners including TBI, local law enforcement, the Cherished Hearts Court, detox and treatment facilities. These organizations make referrals and the detox and treatment centers help us place victims at very short notice.

NAHT acts as a quarterback of care. We receive referrals from community partners, make contact with the victim and then assess her needs. Based on that assessment, we reach out to the partner that best fit her needs. Typically that partner is able to provide a bed within 24 hours.

Additionally, we have partnered with local law enforcement by providing survivor-informed trainings to help them be better prepared when dealing with human trafficking victims, which has made them a more effective and trustworthy entity in the human trafficking landscape and better equipped in human trafficking stings.

Volunteers and donors source the Rescue Closet with new and gently used clothing and shoes, new bedding and toiletries to provide a rescue with everything she needs to enter treatment.

# 7. Sustainability (800 keystrokes)

In March NAHT hired its first full-time Development Director who immediately launched a women's giving circle, whose members make annual commitments of \$3000 and help identify new members. In addition to increased capacity for donor cultivation, she is focused on identifying corporate partners, a gap in NAHT's funding profile. To date, we have made progress to pay off the building, a 2024 goal. This achievement will turn the building into a hard asset and free up money to allocate towards other needed hires and expenses. Educate to Recognize, NAHT's prevention program that regularly makes presentations to parent groups, law enforcement, nurse associations, schools, is examining ways to monetize its service, with the likelihood of making curriculum available for pay on the website.



Department of Finance 700 President Ronald Reagan Way, STE 201 Nashville, Tennessee 37210

## Metropolitan Government of Nashville and Davidson County Recipient of Metro Grant Funding Certifications of Assurance

#### NON PROFIT

August 19, 2024

As a condition of receipt of this funding, the Recipient assures that it will comply fully with the provisions of the following laws.

- The Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. Section 12116;
- Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

# CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, 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, and 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 grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

Mary T	rapnell	
Signat	ure of Authorized Representative	
	Mary Trapnell	
Title:	Executive Director	
	y Name: NAHT Coalition	
	09/13/2024	



# Metropolitan Government of Nashville and Davidson County Recipient of Metro Grant Funding Non-Profit Grants Manual Receipt Acknowledgement

#### **NON PROFIT**

August 19, 2024

As a condition of receipt of this funding, the recipient acknowledges the following:

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: <u>Non-Profit Grant Resources</u>
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

\*Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.

Mary Tr	apnell
Signat	ture of Authorized Representative
	Mary Trapnell
	Executive Director
Agend	y Name: NAHT Coalition
Date:	

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date: JAN 1 7 2020

NASHVILLE ANTI-HUMAN TRAFFICKING
COALITION INC
PO BOX 158972
NASHVILLE, TN 37215-9998

Employer Identification Number: 84-2896567 DLN: 29053318303029 Contact Person: ID# 31954 CUSTOMER SERVICE Contact Telephone Number: (877) 829-5500 Accounting Period Ending: December 31 Public Charity Status: 170(b)(1)(A)(vi) Form 990/990-EZ/990-N Required: Effective Date of Exemption: August 22, 2019 Contribution Deductibility: Yes Addendum Applies: No

#### Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.





001047303

# CHARTER NONPROFIT CORPORATION

SS-4418



Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Control # 001047303

For Office Use Only

-FILED-

Tre Hargett Secretary of State

Filing Fee: \$100.00

(615) 741-2286

N The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the UI Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation. The name of the corporation is: Nashville Anti-Human Trafficking Coalition, Inc. Re 00 2. Name Consent: (Written Consent for Use of Indistinguishable Name) ☐ This entity name already exists in Tennessee and has received name consent from the existing entity. D 0. 3. This company has the additional designation of: None by 4. The name and complete address of its initial registered agent and office located in the State of Tennessee is: H MARY TRAPNELL enne 170 LONGWOOD PL NASHVILLE, TN 37215 DAVIDSON COUNTY 0 5. Fiscal Year Close Month: S December Period of Duration: Perpetual 0 6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: 0 (none) (Not to exceed 90 days) 0 7. The corporation is not for profit. 0 8. Please complete all of the following sentences by checking one of the two boxes in each sentence: This corporation is a 
✓ public benefit corporation / 

☐ mutual benefit corporation. This corporation is a religious corporation / Inot a religious corporation. This corporation will ☐ have members / ✓ not have members. 0 9. The complete address of its principal office is: H 170 LONGWOOD PL 0 NASHVILLE, TN 37215 **DAVIDSON COUNTY** 

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

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# CHARTER NONPROFIT CORPORATION

SS-4418

B074

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Tre Hargett ecretary of State Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102 (615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001047303

Secretary of			
The name of the	corporation is: Nashville	Anti-Human Trafficking Coalition, Inc.	
10. The complete 170 LONGWO NASHVILLE, 1	OOD PL	ntity (if different from the principal offic	e) is:
11. List the name	e and complete address of	each incorporator:	
Title	Name	Business Address	City, State, Zip
Incorporator	Mary H Trapnell	170 LONGWOOD PL	NASHVILLE, TN 37215
1			
☐ I certify t		ditional designation of "School Organization -611, this nonprofit corporation is exempt fr	•
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		e distribution of assets upon dissolution, all assets will be distributed to another	
14. Other Provisi	ions: This corporation is fo described in IRC sec	rmed exclusively for religious, educationation 501(c)(3).	l and charitable purposes as
(Note: Pursuant	to T.C.A. §10-7-503 all in	formation on this form is public reco	rd.)
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Signature		Title/Signer's Capa	city
Many U Trannall			
Mary H Trapnell Printed Name		Aug 22, 2019 1	U.ZJFIVI
Printed Name Date			

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# CHARTER NONPROFIT CORPORATION

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Tre Hargett Secretary of State Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102 (615) 741-2286

Filing Fee: \$100.00

For Office Use Only

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Control # 001047303

The name of the corporation is: Nashville Anti-Human Trafficking Coalition, Inc.						
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Incorporator	Mary H Trapnell	170 LONGWOOD PL	NASHVILLE, TN 37215	. ~		
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13. Insert here the In the event of opurpose.	e provisions regarding the dissolution of the Corporation	e distribution of assets upon dissolution, all assets will be distributed to another	n: nonprofit organization with a similar	CCCT		
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Mary H Trapnell		Aug 22, 2019 10	):25PM	1		
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# CHARTER NONPROFIT CORPORATION

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Tre Hargett Secretary of State Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102 (615) 741-2286

Filing Fee: \$100.00

For Office Use Only
-FILED-

Control # 001047303

The name of the corporation is: Nashville Anti-Human Trafficking Coalition, Inc.					
10. The complete 170 LONGWO NASHVILLE, T	OD PL	tity (if different from the principal of	fice) is:		
11. List the name Title Incorporator	e and complete address of Name Mary H Trapnell	each incorporator:  Business Address  170 LONGWOOD PL	City, State, Zip  NASHVILLE, TN 37215		
W Tanana					
☐ I certify the T.C.A. § <sup>4</sup> ☐ This non	hat pursuant to T.C.A. §49-2- 48-51-303(a)(1). profit corporation is a "school	itional designation of "School Organizati 611, this nonprofit corporation is exempt support organization" as defined in T.C. tional institution as defined in T.C.A. §48	t from the \$100 filing fee required by  .A. §49-2-603(4)(A).		
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Signature Manual Transpoll		Title/Signer's Cap			
Mary H Trapnell Printed Name		Date	10.25FW		



## BY LAWS OF

# NASHVILLE ANTI-HUMAN TRAFFICKING COALITION, INC ("THE CORPORATION")

These <u>Bylaws</u> shall regulate the affairs of the <u>Corporation</u>, subject to the provisions of the <u>Corporation</u>'s Charter and any applicable provisions of the Tennessee <u>Nonprofit Corporation</u> Act, <u>T.C.A. § 48-51-101, et seq.</u> (the "Act").

## SECTION 1 OFFICES AND REGISTERED AGENT

Section 1.01. Registered Office.

The <u>Corporation</u> shall designate and continuously maintain a registered office in the State of Tennessee.

Section 1.02. Principal Office.

The principal office of the <u>Corporation</u> shall be that which is designated as such in its Charter.

Section 1.03. Other Offices.

The <u>Corporation</u> may also have other offices within and without the State of Tennessee at such places as the Board of Directors may from time to time determine.

Section 1.04. Registered Agent.

The <u>Corporation</u> shall designate and continuously maintain a registered agent in the State of Tennessee at its registered office.

## **SECTION 2 MEMBERS**

Section 2.01. Members.

Membership shall consist of the Board of Directors.

#### SECTION 3 BOARD OF DIRECTORS

Section 3.01. General Powers and Qualifications.

All corporate powers of the <u>Corporation</u> shall be exercised by and under the authority of, and the affairs of the <u>Corporation</u> shall be managed under the direction of, the Board of Directors. The Board is responsible for overall policy and direction of the <u>Corporation</u>, and delegates responsibility of day-to-day operations to the staff and committees. The board receives no compensation other than reasonable expenses. All Directors must be natural persons and shall be at least eighteen (18) years of age.

Section 3.02. Number of Directors.

The Board of Directors shall be comprised of six (6) Director(s), but these <u>Bylaws</u> may be amended from time to time by the Board of Directors to increase or decrease the number of Directors within the limits provided <u>by law</u>, although at no time shall there be fewer than three (3) Directors.

Section 3.03. Election and Tenure.

All board members shall serve two-year terms, but are eligible for re-election for up to five consecutive terms.

Section 3.04. Regular Meetings.

Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 3.05. Special Meetings.

Special meetings of the Board of Directors may be called by the President or by any two (2) Directors.

Section 3.06. Notice of Meetings.

Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 3.07. Waiver of Notice.

If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.08. Quorum and Voting.

A quorum of the Board of Directors consists of a majority (but no fewer than two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, unless these <u>Bylaws</u>, the Charter or the Act require the vote of a greater number of Directors.

Section 3.09. Vacancy.

If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause:

- (a) The Board of Directors may fill the vacancy; or
- (b) If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all Directors remaining in office.

Section 3.10. Removal of Directors.

The Board of Directors may remove any one (1) or more Directors, with or without cause, at any special meeting that is specifically called for that purpose.

Section 3.11. Action Without Meeting.

Action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these <u>Bylaws</u>. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the <u>Corporation</u> and included in the minutes filed with the corporate records.

Section 3.12. Immunity.

To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the *Corporation*.

Section 3.13. Conflict-of-Interest Policy.

All members of the Board of Directors shall be required to sign the Conflict-of-Interest policy of the <u>Corporation</u>, as such policy is adopted by the Board and amended from time-to-time.

#### **SECTION 4 OFFICERS**

Section 4.01. Required Officers.

The officers of the <u>Corporation</u> shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may from time to time be elected or appointed by the Board of Directors. Except for the offices of President and Secretary, the same individual may simultaneously hold more than one (1) office in the <u>Corporation</u>. All officers must be natural persons and shall be at least eighteen (18) years of age.

Section 4.02. Election.

At the first meeting of the Board of Directors, the Board shall elect the officers of the <u>Corporation</u> by a majority vote of those Directors present, provided a quorum exists.

Section 4.03. Term of Office.

The officers of the <u>Corporation</u> shall hold office for one (1) year or until their successors are chosen and qualify in their stead, subject, however, to the right and authority of the Board of Directors to remove any officer at any time with or without cause.

Section 4.04. Powers and Duties of Officers.

The powers and duties of the officers of the *Corporation* shall be as follows:

(a) President.

The President shall be the Chief Executive Officer of the <u>Corporation</u>, shall have general and active management of the <u>Corporation</u>, and shall see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the Board of Directors to delegate any specific powers, unless exclusively conferred upon the President <u>by law</u>, to any other officer(s) of the <u>Corporation</u>.

# (b) Vice President.

The Vice President shall have such powers and perform such duties as may be assigned to him or her by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Vice President may sign and execute contracts and other obligations pertaining to the regular course of his or her duties.

## (c) Secretary.

The Secretary shall attend all meetings of the Board of Directors of the <u>Corporation</u> and shall be responsible for preparing the minutes of such meetings. The Secretary shall be responsible for the care and custody of the minute book of the <u>Corporation</u> and for authenticating records of the <u>Corporation</u>. It shall be his or her duty to give or cause to be given notice of all meetings of the Board of Directors. The Secretary shall also perform such other duties as may be assigned to him or her by the Board of Directors or by the President, under whose supervision he or she shall act. In the event the Secretary is absent for some reason from any meeting where minutes are to be prepared or is otherwise unable to take such minutes, the presiding officer of such meeting shall appoint another person, subject to the approval of those present and entitled to vote at such meeting, to take the minutes thereof.

# (d) Treasurer.

The Treasurer shall have custody of the <u>Corporation</u> funds and securities, shall keep full and accurate account of receipts and disbursements in the appropriate <u>Corporation</u> books, and shall require the deposit of all monies and other valuable assets in the name of and to the credit of the <u>Corporation</u> in such financial institutions as may be designated by the Board of Directors. The Treasurer shall require disbursement of the funds of the <u>Corporation</u> as may be ordered by the Board of Directors, and shall render to the President and the Board of Directors, at any time they may require, an account of his or her transactions as Treasurer and of the financial condition of the <u>Corporation</u>.

Section 4.05. Removal.

The Board of Directors may remove any officer at any time with or without cause.

Section 4.06. Vacancies.

Any vacancies occurring in the offices of the President, Vice President, Secretary or Treasurer shall be filled by the Board of Directors as soon as practicable. Vacancies in other offices may be filled at the discretion of the Board of Directors.

Section 4.07. Delegation of Powers and Duties.

In case of the absence of any officer of the <u>Corporation</u>, or for any reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the powers of such officer to any other officer or to any Director for the time being.

#### **SECTION 5 STAFF**

Section 5.01. Executive Director.

The executive director is hired by the board and serves as an ex-officio, voting member of the Board of Directors. The Executive Director may be hired at any meeting of the Board of Directors by a majority vote and shall serve until removed by the Board of Directors upon an affirmative vote of three-quarters (3/4) of the members present at any meeting of the Board Directors.

The executive director has day-to-day responsibilities for the organization, including carrying out the organization's goals and policies and additional hiring of staff. The executive director will attend all board meetings, report on the progress of the organization, answer questions of the board members and carry out the duties described in the job description. The board may designate other duties as necessary and at their discretion and confirm the salaries and other compensation of all staff members at the Executive Director's.

No officer, Executive Committee member, or member of the Board of Directors may individually instruct the Executive Director or any other employee. The Executive Director shall make such reports at the Board and Executive Committee meetings as shall be required by the President or the Board. The Executive Director shall be an ad-hoc member of all committees.

The Executive Director shall be recused from any official discussion and decision-making by the Board of Directors concerning the salary and any other compensation and benefits of the position of Executive Director.

Section 5.02. Other Staff.

The Executive Director may hire other staff.

#### **SECTION 6 COMMITTEES**

Section 6.01 Committee Formation.

The Board of Directors may create committees as needed, such as fundraising, public relations, governance, etc. The President, with input from the Board of Directors, shall appoint all committee chairs.

Section 6.02 Executive Committee.

The four officers serve as the members of the Executive Committee. Except for the power to amend the articles of incorporation and bylaws, the Executive Committee shall have all the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, and is subject to the direction and control of the full board.

Section 6.03 Finance Committee.

The treasurer is the chair of the Finance Committee, which includes at least two other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plan, and annual budget with staff and other board members. The Board of Directors must approve the budget and all expenditures must be within budget. Any major change in the

budget must be approved by the Board of Directors. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to board members and the public.

## SECTION 7 RECORDS AND REPORTS

Section 7.01. Corporate Records.

The <u>Corporation</u> shall keep as permanent records minutes of all meetings of the Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and appropriate accounting records.

Section 7.02. Records at Principal Office.

The *Corporation* shall keep at all times a copy of the following records at its principal office:

- (a) Its Charter or Restated Charter and all amendments thereto;
- (b) These Bylaws and all amendments thereto;
- (c) The minutes of all meetings of the Board of Directors and the records of all actions taken by the Board of Directors without a meeting for the past three (3) years;
- (d) A list of the names and business or home addresses of its current Directors and officers; and
- (e) The most recent annual report delivered to the Tennessee Secretary of State.

Section 7.03. Annual Financial Statements.

The <u>Corporation</u> shall prepare annual financial statements that include a balance sheet as of the end of the fiscal year, an income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Act.

## **SECTION 8 MISCELLANEOUS PROVISIONS**

Section 8.01. Fiscal Year.

The fiscal year of the *Corporation* shall be the calendar year.

Section 8.02. No Seal.

The Corporation shall have no seal.

Section 8.03. Notices.

Whenever notice is required to be given to Directors or officers, unless otherwise provided <u>by law</u>, the Charter or these <u>Bylaws</u>, such notice may be given in person, email or other form of wire or wireless communication, or by telephone, mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address that appears for each such person on the books of the <u>Corporation</u>. Any other written notice shall be deemed to have been given at the earliest of the following:

- (a) When received;
- (b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or
- (c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, postage prepaid, and the receipt is signed by or on behalf of the addressee.

Section 8.04. Waiver of Notice.

Whenever any notice is required to be given under the provisions of any statute, or of the Charter or these <u>Bylaws</u>, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the <u>Corporation</u> and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 8.05. Negotiable Instruments.

All checks, drafts, notes or other obligations of the <u>Corporation</u> shall be signed by such of the <u>officers</u> of the <u>Corporation</u>, or by such other person(s), as may be authorized by the Board of Directors.

Section 8.06. Deposits.

Date

The monies of the <u>Corporation</u> may be deposited in the name of the <u>Corporation</u> in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be drawn out by check signed by the officer(s) or person(s) designated by resolution adopted by the Board of Directors.

## SECTION 9 AMENDMENT OF BYLAWS

Section 7.01. By Board of Directors.

By a majority vote of the Directors then in office, the Board of Directors may amend these <u>Bylaws</u>, at any regular or special meeting of the Board of Directors where a quorum is present, provided that such meeting is preceded by at least two (2) days' notice to each Director of the date, time and place of the meeting. Such notice shall also state that the purpose, or one of the purposes, of the meeting is to consider a proposed amendment to the <u>Bylaws</u>, and shall contain or be accompanied by a copy or summary of the proposed amendment or state the general nature thereof. These <u>Bylaws</u> may also be amended by the Directors without a meeting in the same manner as provided therefor herein, except that such action to amend must be by a majority vote of the Directors then in office.

CERTIFICATION									
These bylaws were adopted ontwo-thirds majority vote on	by	the	NAHT	Board	of	Directors	by	а	
Secretary Signature									

Details

# NASHVILLE ANTI-HUMAN TRAFFICKING COALITION, INC.

2909 ELIZABETH ST NASHVILLE TN 37211

**JACOB MORPHIS** 

(615) 956-1320

nahtcoalition.org

**Status: Active** 

CO Number: CO37433

Registration Date: 01/25/2020 Renewal Date: 06/30/2025

## **Purpose**

To Rescue and Restore women from the bondage of human trafficking and addiction.

Financials (4)	
Fiscal Year End	Total Revenue
12/31/2023	\$3,971,556.00
12/31/2022	\$2,051,721.00
12/31/2021	\$875,643.00
12/31/2020	\$199,591.00

Officers (I4)



# Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee's 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



Details

# NASHVILLE ANTI-HUMAN TRAFFICKING COALITION, INC.

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12/31/2020	\$199,591.00

Officers (I4)

Tennessee Code Unannotated

State Comptrolle

State Treasurer

Title VI Information

Public Records Policy and Records Request Form















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# **Division of Business Services Department of State**

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

Formation Locale: TENNESSEE

08/22/2019

Date Formed:

Fiscal Year Close 12

# **Filing Information**

Name: Nashville Anti-Human Trafficking Coalition, Inc.

## **General Information**

Filing Type:

SOS Control # 001047303

Nonprofit Corporation - Domestic

08/22/2019 10:25 PM

Status: Active
Duration Term: Perpetual
Public/Mutual Benefit: Public

**Registered Agent Address** 

MARY TRAPNELL 130 LONGWOOD PL NASHVILLE, TN 37215-1927 Principal Address

MARY TRAPNELL 2909 ELIZABETH ST NASHVILLE, TN 37211

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed Filing Description	Image #
01/08/2025 2024 Annual Report	B1666-3164
01/24/2024 2023 Annual Report	B1497-5053
03/23/2023 2022 Annual Report	B1361-7931
Principal Address 1 Changed From: 130 LONGWOOD PL To: 2909 ELIZABETH ST	
Principal Postal Code Changed From: 37215-1927 To: 37211	
12/13/2022 Administrative Amendment	B1286-2925
01/26/2022 2021 Annual Report	B1152-3304
07/20/2021 Articles/Statement of Correction	B1068-0079
07/09/2021 2020 Annual Report	B1064-3357
06/03/2021 Notice of Determination	B1046-3926
08/31/2020 2019 Annual Report	B0916-8008
Principal Address 1 Changed From: 170 LONGWOOD PL To: 130 LONGWOOD PL	
Principal Address 3 Changed From: No value To: MARY TRAPNELL	
Principal Postal Code Changed From: 37215 To: 37215-1927	
08/01/2020 Notice of Determination	B0904-4824
08/23/2019 Registered Agent Change (by Entity)	B0749-6046

Registered Agent Physical Address 1 Changed From: 170 LONGWOOD PL To: 130 LONGWOOD PL

1/16/2025 2:03:43 PM Page 1 of 2

# **Filing Information**

Name: Nashville Anti-Human Trafficking Coalition, Inc.

Registered Agent Physical Postal Code Changed From: 37215 To: 37215-1927

08/22/2019 Initial Filing B0749-5090

Active Assumed Names (if any)

Date Expires

1/16/2025 2:03:43 PM Page 2 of 2

Financial Statements For the Years Ended December 31, 2023 and 2022

Financial Statements
For the Years Ended December 31, 2023 and 2022

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Roster of Officials (Unaudited) As of December 31, 2023

#### **Board of Directors**

President Anne Lucas Vice Chair R.A. Dickey Treasurer James Oliff Secretary Memree Roberts Director Mary Morgan Ketchel Director Janice Goodwin Director John Thompson Director Michael Ciklin Director **Evan Gower** Director Eric Krodel Director Cecile Gideon Director Jeb Beasley Director Laurie Atkins Director Kate Jackson

**Executive Staff** 

Mary Trapnell Executive Director



#### **Independent Auditor's Report**

Board of Directors Nashville Anti-Human Trafficking Coalition, Inc.

#### Report on the Audit of the Financial Statements Opinion

We have audited the financial statements of Nashville Anti-Human Trafficking Coalition, Inc. (the Coalition), which comprise the statement of financial position as of December 31, 2023 and 2022, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Coalition as of December 31, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Coalition and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Coalition's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or
  error, and design and perform audit procedures responsive to those risks. Such procedures include examining,
  on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are
  appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of
  the Coalition's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Coalition's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of state financial assistance on page 16, as required by the state of Tennessee, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

#### Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the roster of officials but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 10, 2024, on our consideration of the Coalition's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Coalition's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Coalition's internal control over financial reporting and compliance.

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLIC

Blankenship CPA Group, PLLC Mt. Juliet, Tennessee July 10, 2024



# Nashville Anti-Human Trafficking Coalition, Inc. Statements of Financial Position

Statements of Financial Position December 31, 2023 and 2022

		2023		2022
Assets				
Current assets				
Cash and cash equivalents	\$	1,009,760	\$	836,555
Cash restricted for purchase of long term assets		13,000		82,923
Investments		487,607		1,249,482
Contributions receivable		22,633		35,425
Prepaid expenses and other current assets		9,568		10,082
Total current assets		1,542,568		2,214,467
Property and equipment, net		3,465,876		259,774
Finance lease right of use asset, net				1,872,194
Other assets	-	1,147	-	1,800
Total assets	\$	5,009,591	\$	4,348,235
Liabilities and Net Assets				
Current liabilities				
Accounts payable	\$	15,370	\$	4,137
Finance lease liability, current portion		2		27,474
Deferred revenue	-		_	711,125
Total current liabilities		15,370		742,736
Note payable to a related party		800,000		-
Finance lease liability, net of current portion	_	-	-	2,023,297
Total liabilities		815,370		2,766,033
Net assets				
Without donor restrictions		4,109,821		1,499,279
With donor restrictions		84,400	-	82,923
Total net assets	_	4,194,221	_	1,582,202
Total liabilities and net assets	\$	5,009,591	\$	4,348,235

# Nashville Anti-Human Trafficking Coalition, Inc. Statement of Activities

Statement of Activities
For the Year Ended December 31, 2023

	 hout donor	 With donor restrictions		Total
Support and Revenues				
Contributions of cash and other financial assets				
Grants	\$ 1,711,125	\$ 100 H	\$	1,711,125
Other contributions	491,092	137,250		628,342
Contributions of nonfinancial assets	944,471	200		944,471
Special events, net of direct benefit				
to donors of \$26,893	617,668	187		617,668
Merchandise sales, net of cost of sales of \$1,828	7,722	986		7,722
Investment income	25,529	380		25,529
Interest and other income	63,378	(2)		63,378
Net assets released from restrictions	135,773	(135,773)		
Total support and revenues	 3,996,758	1,477		3,998,235
Expenses				
Program services	686,276	•		686,276
Supporting services				
Management and general	430,537	-		430,537
Fundraising	 269,403	(E)	_	269,403
Total expenses	1,386,216	121		1,386,216
Change in net assets	2,610,542	1,477		2,612,019
Net assets, beginning of year	1,499,279	82,923	-	1,582,202
Net assets, end of year	\$ 4,109,821	\$ 84,400	\$	4,194,221

# Nashville Anti-Human Trafficking Coalition, Inc. Statement of Activities

Statement of Activities
For the Year Ended December 31, 2022

		hout donor		With donor restrictions		Total
Support and Revenues						
Contributions of cash and other financial assets						
Grants	\$	488,875	\$	125	\$	488,875
Other contributions		458,197		305,900		764,097
Contributions of nonfinancial assets		15,346		N#0		15,346
Special events, net of direct benefit						
to donors of \$25,776		764,803				764,803
Investment income		10,076		0 <del>75</del> €		10,076
Interest and other income		8,524		11-6		8,524
Net assets released from restrictions		247,977	_	(247,977)		
Total support and revenues		1,993,798		57,923		2,051,721
Expenses						
Program services		391,369		80 <del>00</del> 0		391,369
Supporting services						
Management and general		413,328		1.50		413,328
Fundraising	~	220,132		13		220,132
Total expenses		1,024,829		1.00		1,024,829
Change in net assets		968,969		57,923		1,026,892
Net assets, beginning of year		530,310		25,000		555,310
Net assets, end of year	\$	1,499,279	\$	82,923	\$	1,582,202

Statement of Functional Expenses For the Year Ended December 31, 2023

	Program services											
		Rescue		Restore		Other ograms	-	Total program services	nagement d general	Fui	ndraising	Total
Salaries and wages	\$	107,884	\$	97,893	\$	90,695	\$	296,472	\$ 187,882	\$	189,851	\$ 674,205
Amortization		15,602		15,602		17/L		31,204	31,202		=	62,406
Depreciation		19,594		19,594		(20)		39,188	39,187		=	78,375
Facilities		6,134		6,134		4,501		16,769	12,266		=	29,035
Interest		18,131		18,131		(40)		36,262	36,260		-	72,522
Marketing		2		1/21		120		=	2		76,651	76,651
Office		22,026		13,305		1,133		36,464	30,181		295	66,940
Printing and postage		7,741		7,741				15,482	15,322		963	31,767
Professional fees		14,855		14,855		546		29,710	31,427		125	61,262
Program classes		<u>=</u>		39,293		-		39,293	-		20	39,293
Survivor care		6,164		50,130		779		57,073	VS		50	57,073
Technology		5,043		5,043		=		10,086	9,884			19,970
Training and development		4,361		4,361		1,277		9,999	28,807		<b>∺</b> 1	38,806
Transitional housing		21,921		354				22,275	-		***	22,275
Travel		7,995	_	37,550		454	_	45,999	8,119		1,518	55,636
	\$	257,451	\$	329,986	\$	98,839	\$	686,276	\$ 430,537	\$	269,403	\$ 1,386,216

Nashville Anti-Human Trafficking Coalition, Inc.
Statement of Functional Expenses
For the Year Ended December 31, 2022

	Program services												
	Rescue		Restore		Other ograms	-	Total rogram services		nagement d general	Fui	ndraising		Total
Salaries and wages	\$ 66,532	\$	36,255	\$	9	\$	102,787	\$	144,660	\$	165,334	\$	412,781
Amortization	35,360		35,360		35,360		106,080		106,079		8		212,159
Depreciation			985		=		9.75		34,832		Ħ		34,832
Facilities	8,417		8,417		8,417		25,251		20,215		*		45,466
Interest	4,403		4,403		4,403		13,209		13,209		*		26,418
Marketing	-		121		2		2		155		50,617		50,772
Office	16,319		7,533		7,280		31,132		40,487		10		71,629
Printing and postage	2,374		2,374		2,374		7,122		7,210		1,885		16,217
Professional fees	6,029		6,029		6,029		18,087		18,088		<b>:</b>		36,175
Program classes	2		31,140		140		31,140		848		12		31,140
Survivor care	4,983		4,894		-		9,877		-		-		9,877
Technology	1,610		1,610		1,610		4,830		5,264				10,094
Training and development	1,643		1,643		1,887		5,173		14,036		***		19,209
Transitional housing	22,893		561		140		23,454		<b>14</b>		(60)		23,454
Travel	3,661		9,566			-	13,227	-	9,093		2,286	-	24,606
	\$ 174,224	\$	149,785	\$	67,360	\$	391,369	\$	413,328	\$	220,132	\$	1,024,829

Nashville Anti-Human Trafficking Coalition, Inc.
Statements of Cash Flows For the Years Ended December 31, 2023 and 2022

я		2023		2022
Cash and cash equivalents, beginning of year	\$	919,478	\$	507,004
Cash flows from operating activities				
Change in net assets		2,612,019		1,026,892
Adjustments to reconcile change in net assets to net cash				
provided (used) by operating activities:				
Depreciation		78,375		34,832
Contributions restricted for purchase of property and equipment		37,000		(305,900)
Contributions of property		(936,000)		3
Reinvested interest		(35,027)		35
Unrealized gain on investments		(25,529)		(10,076)
Noncash lease expense		(78,581)		212,159
Change in:				
Contributions receivable		12,792		(12,522)
Prepaid expenses and other current assets		1,167		(2,596)
Accounts payable		11,233		3,311
Deferred revenue	3	(711,125)		711,125
Net cash provided (used) by operating activities		966,324		1,657,225
Cash flows from investing activities				
Purchase of property and equipment		(1,548,477)		(277,663)
Purchase of investments		(1,047,569)		(1,239,406)
Sale of investments	_	1,870,000	_	190
Net cash provided (used) by investing activities		(726,046)		(1,517,069)
Cash flows from financing activities				
Collections of contributions restricted for				205.000
purchase of property and equipment		(37,000)		305,900
Principal payments on finance leases	-	(99,996)	-	(33,582)
Net cash provided (used) by financing activities		(136,996)		272,318
Net change in cash	_	103,282	_	412,474
Cash and cash equivalents, end of year	\$	1,022,760	\$	919,478
Supplemental schedule of noncash investing and financing activities	<b>+</b>	200 000	<b>.</b>	
Related party note payable incurred for purchase of property and equipment	<b>\$</b>	800,000	\$	-
Supplemental disclosures of cash flow information				
Reconciliation of cash and cash equivalents to statements of financial position		1.000.760	ď	926 555
Cash and cash equivalents	\$	1,009,760	\$	836,555 82,923
Cash restricted for puchase of long-term assets	\$	13,000 1,022,760	\$	919,478

Notes to Financial Statements For the Years Ended December 31, 2023 and 2022

#### Note 1. Summary of Significant Accounting Policies

#### **Nature of Organization**

Nashville Anti-Human Trafficking Coalition, Inc. (the Coalition) is a nonprofit dedicated to helping victims of human trafficking become survivors by inspiring hope that leads to lasting emotional, spiritual, and financial freedom.

#### **Basis of Accounting**

The financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP).

#### **Use of Estimates**

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

#### **Financial Statement Presentation**

Financial statement presentation is reported in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) for *Presentation of Financial Statements, Not-for-Profit Entities*. Under these provisions, net assets and revenues, gains, and losses are classified based on the absence or existence and nature of donor-imposed restrictions as follows:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Coalition. These net assets may be used at the discretion of the Coalition's management and the Board of Advisors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Coalition or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

#### **Cash and Cash Equivalents**

For purposes of reporting the statements of cash flows, the Coalition considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

#### **Property and Equipment**

Property and equipment are recorded at acquisition cost, if purchased, or the fair value on the date received, if donated. The cost of routine maintenance and repairs is expensed as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, ranging from 5 to 39 years.

Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

#### Note 1. Summary of Significant Accounting Policies

#### **Fair Value**

Management has adopted the Fair Value Measurements and Disclosures topic of the FASB ASC for determining fair value of financial assets and liabilities that are required to be carried at such amounts. Fair value is required to be evaluated and adjusted according to the following valuation techniques:

- Level 1 Fair value is determined using quoted market prices in active markets for identical assets and liabilities
- Level 2 Fair value is determined using quoted market prices in active markets for similar assets and liabilities
- Level 3 Fair value is determined using unobservable market prices in a market that is typically inactive

#### Deferred Revenue

Grant funds received prior to expenditure are recorded initially as deferred revenue. Revenue is recognized in the period eligible expenditures are incurred under the terms of the grant.

#### **Revenue Recognition**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Donor-restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

#### **Contributions of Nonfinancial Assets**

Contributed goods and assets are recorded at estimated fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Contributed services are reflected in the financial statements at the estimated fair value of the services received only when those services either (a) create or enhance nonfinancial assets, or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

#### **Functional Expenses**

The costs of providing program services and supporting services have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among programs and supporting services benefited. Such allocations are determined by management on an equitable basis. All allocations in the statements of functional expenses are based on management's estimate of time and effort spent.

Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

#### Note 1. Summary of Significant Accounting Policies

#### **Income Taxes**

The Coalition is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code except on net income derived from unrelated business activities. Accordingly, no provision for income tax has been made. US GAAP requires the Coalition's management to evaluate tax positions taken by the Coalition and recognize a tax liability (or an asset) if the Coalition has taken an uncertain position that more likely than not would not be sustained upon examinations by the Internal Revenue Service. Management has analyzed the tax positions of the Coalition and has concluded that, as of December 31, 2023, no uncertain positions have been taken or are expected to be taken that would require recognition of a liability (or an asset) or disclosure in the financial statements. The Coalition is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

#### Leases

The Coalition determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Coalition obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Coalition also considers whether its service arrangements include the right to control the use of an asset.

The Coalition recognizes most leases on its statements of financial position as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the statements of activities and functional expenses.

The Coalition made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Coalition made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred.

The Coalition has made an accounting policy election to use the risk-free rate as the discount rate if the rate implicit in the lease is not readily determinable. The risk-free rate is the rate of a zero-coupon US Treasury instrument for the same period as the time of the lease term.

#### Reclassifications

Certain reclassifications have been made to the 2022 financial statements to conform with 2023 presentation.

Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

#### Note 2. Availability and Liquidity

The following represents the Coalition's financial assets:

		2023		2022
Financial assets  Cash and cash equivalents Investments  Contributions receivable  Total financial assets at year-end	\$	1,022,760 487,607 22,633 1,533,000	\$	919,478 1,249,482 35,425 2,204,385
Less amounts not available to be used within one year Net assets with donor restrictions Financial assets available to meet cash needs for general expenditures within one year	<del></del>	(84,400) <b>1,448,600</b>	<del></del>	(82,923) <b>2,121,462</b>

As part of its liquidity plan, the Coalition has a policy to structure its financial assets in order to have the funds available to meet its general expenditures, liabilities, and other obligations as they come due.

#### Note 3. Concentrations

The Coalition maintains its cash in bank accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At December 31, 2022, cash in excess of FDIC limit amounts was approximately \$24,000. There was no cash in excess of FDIC limit amounts at December 31, 2023. The Coalition has executed Insured Cash Sweep deposit placement agreements with a financial institution, which are fully insured by the FDIC.

The Coalition received \$1.2 million and \$1 million grants for the years ended December 31, 2023 and 2022, respectively, from contracts with the state of Tennessee. A significant reduction in this support could have an adverse effect on the Coalition's activities. The Coalition received these funds in advance and maintains these funds in a separate account as required by the grant.

#### Note 4. Investments

Investments are reported at fair value on a recurring basis determined by reference to quoted market prices in active markets for similar assets (Level 2).

At December 31, 2023 and 2022, fair value of investments consists of government securities totaling \$487,607 and \$1,249,482, respectively.

At December 31, 2023 and 2022, investment income consists of unrealized gains totaling \$25,529 and \$10,076, respectively.

Notes to Financial Statements
For the Years Ended December 31, 2023 and 2022

#### Note 5. Property and Equipment

A summary of property and equipment is as follows:

		2022		
Furniture and equipment	\$	55,916	\$	29,325
Building and improvements		3,201,092		1000
Land		322,400		ė.
Leasehold improvements				268,030
		3,579,408		297,355
Less: accumulated depreciation	2	(113,532)		(37,581)
1 2000	\$	3,465,876	\$	259,774

Depreciation for the years ended December 31, 2023 and 2022 was \$78,375 and \$34,832, respectively.

#### Note 6. Net Assets with Donor Restrictions

Net assets with donor restrictions consist of the following:

	2023	2022
Capital expenditures	\$ 13,000	\$ 82,923
Staffing	60,000	85
Specific programs	 11,400	15
	\$ 84,400	\$ 82,923

#### Note 7. Contributions of Nonfinancial Assets

Contributions of nonfinancial assets consisted of the following:

	2023			2022
Property and equipment	\$	936,000	\$	15,346
Supplies for special events		7,321		-
Services for special events	B	1,150		¥
	\$	944,471	\$	15,346

During the year ended December 31, 2023, the Coalition recognized contributions of nonfinancial assets for the difference between the market value and the cash price of a building purchased from a related party (note 8). All other donated goods were valued at quoted market prices as provided by the donors. Unless otherwise noted, the Coalition did not recognize any contributions of nonfinancial assets with donor-imposed restrictions.

#### Note 8. Leases and Related Parties

The Coalition had a lease agreement with an organization owned by a board member for office space located in Nashville, Tennessee. The five-year lease commenced on December 15, 2021, and contained both renewal options, and an option to purchase.

Notes to Financial Statements For the Years Ended December 31, 2023 and 2022

#### Note 8. Leases and Related Parties

During the year ended December 31, 2023, the Coalition exercised its purchase option to buy the building for \$2.9 million. As part of the transaction, the Coalition recognized a contribution of nonfinancial assets due to a \$936,000 seller credit, which reduced required cash outflows. Additionally, the Coalition executed an \$800,000 interest-only adjustable rate note payable to the seller. The note has a term of 5 years and requires monthly interest-only payments until maturity, at which point the unpaid principal, plus accrued and unpaid interest will be paid in full. The note is secured by the building purchased and has an initial interest rate of 6.25% to be reassessed every 6 months. The balance due totaled \$800,000 at December 31, 2023.

Finance lease cost is recognized as a combination of the amortization expense for the ROU assets and interest expense for the outstanding lease liabilities, and results in a front-loaded expense pattern over the lease term. The components of lease expense are as follows:

	2023	2022
Finance lease cost, amortization of right-of-use assets	\$ 62,406	\$ 212,159
Finance lease cost, interest on lease liability	72,522	 26,418
Total lease cost	\$ 134,928	\$ 238,577

Supplemental statement of financial position information related to the lease is as follows for the year ended December 31, 2022:

Finance lease Building Less: accumulated amortization Finance lease, right-of-use assets, net	\$ -	2,121,588 (249,394) 1,872,194
Finance lease liabilities, current portion Finance lease liabilities, net of current portion Total finance lease liabilities	\$ *	27,474 2,023,297 <b>2,050,771</b>
Weighted-average remaining lease term Finance leases		3.9 years
Weighted-average discount rate Finance leases		3.89%

#### Note 9. **Subsequent Events**

Management has evaluated subsequent events through July 10, 2024, the date on which the financial statements were available for issuance.

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**Supplementary Information** 

Schedule of Expenditures of State Financial Assistance For the Year Ended December 31, 2023

Grantor / Program	Assistance Listing Number	Contract Number	Ex	penditures
State Financial Assistance				
State of Tennessee Direct Appropriation Grant for Non-Governmental Entities	N/A	N/A	\$	1,711,125

#### Note 1. Basis of Presentation

This schedule was prepared on the accrual basis of accounting in accordance with the format prescribed by the Tennessee Comptroller of the Treasury Division of Local Government Audit.



# Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

Board of Directors Nashville Anti-Human Trafficking Coalition, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of Nashville Anti-Human Trafficking Coalition, Inc. (the Coalition), which comprise the statement of financial position as of December 31, 2023, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements as listed in the table of contents, and have issued our report thereon dated July 10, 2024.

#### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Coalition's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances, for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Coalition's internal control. Accordingly, we do not express an opinion on the effectiveness of the Coalition's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Coalition's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Blankenship CPA Group, Puc

Blankenship CPA Group, PLLC Mt. Juliet, Tennessee July 10, 2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS THIS CERTIFICATE IS ISSUED AS A MAITER OF INFORMATION ONLY AND CONFERS NO RIGHTS OPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED DEPORTS THAT IS ON PROPERTY AND THE CERTIFICATE FOR PROPERTY

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