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Resolution No. _____

A resolution appropriating a total of $200,000 from the Juvenile Court of Nashville and Davidson County to various nonprofit organizations selected to receive Community Partnership Fund grants.

WHEREAS, Section 7-3-314 of the Tennessee Code Annotated states that metropolitan forms of government may provide financial assistance to nonprofit organizations in accordance with the guidelines of the Metropolitan Government; and,

WHEREAS, Section 5.04.070 of the Metropolitan Code of Laws provides that the Council may, by Resolution, appropriate funds for the financial aid of nonprofit organizations; and,

WHEREAS, the Juvenile Court of Nashville and Davidson County has accepted applications from nonprofit organizations to receive Community Partnership Fund grants; and,

WHEREAS, the Mayor has accepted the recommendations of the Juvenile Court that $200,000 in Community Partnership Fund grants should be disbursed to specific nonprofit organizations; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that these funds be appropriated to these nonprofit organizations.

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

Section 1. There is hereby appropriated $200,000 from the Juvenile Court to nonprofit organizations as follows:

a) $50,000 to Pathways Kitchen to provide culinary workforce development training and living wage opportunities with life-skills and social skills supportive services provided by a trauma-informed team to justice-impacted youth; and
b) $25,000 to EPIC Girl, Inc. to provide sixty (60) girls identified as high risk with psycho-educational instruction and empowerment programming at Davidson County alternative schools; and,
c) $25,000 to Oasis Center, Inc. to provide evidence=based programming for youth of color to empower them with strengths and skills to perform better in school, develop positive relationships and avoid court involvement; and,
d) $25,000 to the Raphah Institute to facilitate their Accountability and Restoration Conferencing (ARC) diversion program for twenty-four (24) youth in Davidson County who have caused felony harm and those they have harmed; and,
e) $25,000 to Rocklife Youth to provide weekly mentorship, life skills training, and positive after-school and enrichment programming through their Just Us program; and,
f) $25,000 to STARS, for the Youth Overcoming Drug Abuse (YODA) program which will provide free intensive outpatient alcohol and drug treatment services for adolescents aged 13-18 who are uninsured or have insurance that will not cover treatment; and,
g) $25,000 to TN Voices for the Family Support Providers Court (FSPC) program to provide anger management program materials and services to justice-involved youth and their parents/caregivers.

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Section 2. The Metropolitan Government is hereby authorized to enter into grant contracts with the nonprofit organizations listed in Section 1 above for the amounts provided herein and the purposes stated. Such contracts shall specify the terms and conditions under which the grant funds are to be spent.

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jenneen Reed/mjw
62377A2A8742469...

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...

Assistant Metropolitan Attorney

INTRODUCED BY:

_____

_____

_____

Member(s) of Council

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: Pathways Kitchen Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Ms. Sloan,

Juvenile Court values the services that Pathways Kitchen provides to reduce youth violence in our community. I am pleased to inform you that the Culinary Workforce Development for Justice-Impacted Youth program located at 4636 Lebanon Pike, Hermitage Tennessee, 37076 is hereby awarded **fifty thousand ($50,000.00)** dollars to continue program services for the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include Pathways Kitchen amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
PATHWAYS KITCHEN

This Grant Contract issued and entered pursuant to **RS2025 - _____** by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **Pathways Kitchen** hereinafter referred to as the **"Grantee,"** is for the **Culinary Workforce Development for Justice-Impacted Youth** program to provide culinary workforce development training and living wage opportunities with life-skills and social skills supportive services by a trauma-informed team as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS Pathways Kitchen (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS research shows that childhood exposure to poverty, and the length of exposure are related to increase the likelihood of juvenile justice system involvement, with long-term periods of poverty correlating with greater frequency of delinquency behavior (Jarjoura et al, 2002) and,

WHEREAS the Grantee will serve 25 to 35 justice-impacted youth ages 15 - 19 in Davidson County; and,

WHEREAS the Grantee will provide culinary training and social-emotional learning; and,

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WHEREAS the Grantee's goals include:

Goal 1: To provide training and paid work opportunities for justice-impacted youth ages 15-19 in Davidson County.

Objective 1.1: Utilize the National Restaurant Association Educational Foundation's (NRAEF) Restaurant Ready curriculum to develop life skills and social skills among 25 – 35 young people.

Activity 1.1: Host four or more Path 1 cohorts with at least five youth in each cohort.

Objective 1.2: Provide consistent (at least monthly) supportive, living wage work opportunities for 45-60 young people.

Activity 1.2: Pay Trainees $10/hour for Path 1 training participating and all other youth at least $12/hour for culinary work shifts.

Goal 2: To provide Success Navigation for all youth, tailoring plans and collaborative partners to the strengths and challenges of each youth.

Objective 2.1: Utilize Path 1 training program to build relationships and assess needs of all youth.

Activity 2.1: Program staff and culinary staff to meet weekly to discuss youth observations and assessments.

Objective 2.2: Provide consistent Success Navigation of individualized plans for youth who have been promoted past Trainee, establishing collaborations to support unique needs.

Activity 2.2: Success Navigator to meet or check-in at least twice monthly with each youth and at least monthly with nay needed service providers, guardians, school officials, etc.

WHEREAS Measurable outcomes include:

1) 50% of youth will improve life skills (based on Casey Live Skills Assessment) and /or self-efficacy scores.
2) 80% of youth will feel more confident communicating and advocating for themselves.
3) 80% of youth will feel more confident in managing a budget and their finances.
4) 80% of youth will feel more prepared to engage in new opportunities.

WHEREAS, Juvenile Court and **Pathways Kitchen** propose to utilize **fifty thousand ($50,000.00) dollars,** of the CPF grant to fund the grantee to serve Davidson County youth ages 15-19.

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A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability.

In no event shall the maximum liability of Metro under this Grant Contract exceed **fifty thousand ($50,000.00) dollars**. The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be

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incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.

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C.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

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C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special

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Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

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D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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

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request, during normal working hours. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held

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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.11. **Insurance.**

The Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall 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 Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

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D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be defined as an article of nonexpendable, tangible, personal property having a

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useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

The Grantee 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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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

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breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability**.

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY

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ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

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Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

Recipient:

Name: Teri Sloan
Title: Chief Operating Officer
Agency Name : Pathways Kitchen
Address : 4636 Lebanon Pike #168
City : Hermitage, State : Tennessee, Zip : 37076
Phone : 931-580-5911
Email : teri@pathwayskitchen.org

D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Teri Sloan

By: Teri Sloan

Title: Chief Operating Officer

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennifer Reed/mjw
02377A2A8742403...
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 23rd day of July, 2025

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C94042435...
Metropolitan Attorney

Notary Public

My Commission expires MARCH 9, 2027

FILED IN THE OFFICE OF THE CLERK:

BRAD JONES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Mar. 9, 2027

Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB59844A2DE04C4...
Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4F412B706322448...
Department Head

DocuSigned by:
Balogun Cobb
68804BF12FD741C...
Director of Insurance

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ATTACHMENT 1

FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process
No Subcontracting Allowed
(Notice: All funding decisions will be made by an independent civilian review board)
Funding is Contingent Upon the Final Passage of the FY 2026 Metro Budget

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	Pathways Kitchen
Name of program to be funded.	Culinary Workforce Development for Justice-Impacted Youth

Is the applicant a prior Metro CPF recipient?

X Yes ☐ No

1. **Year of funding:** 2025
2. **Amount funded:** $90,000

Is the applicant a prior year Metro Direct Appropriation recipient?

☐ Yes X No

1. **Year of funding:** Click or tap here to enter text.
2. **Amount funded:** Click or tap here to enter text.

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	**Name:** Teri Sloan **Title:** Chief Operating Officer **Phone number:** 931-580-5911 **Email:** teri@pathwayskitchen.org
Individual completing application.	**Name:** Teri Sloan **Title:** Chief Operating Officer **Phone number:** 931-580-5911 **Email:** teri@pathwayskitchen.org
Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Kendall Ford **Title:** Program Manager **Phone number:** 615-930-8754 **Email:** kendall@pathwayskitchen.org

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Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Teri Sloan **Title:** Chief Operating Officer **Phone number:** 931-580-5911 **Email:** teri@pathwayskitchen.org

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

1. **Program serves residents of Nashville, Davidson County only.**
   X Yes ☐ No

2. **A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S. C. A.**

   X Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes X No
   If yes, (Explain) We changed our name last year, but out 501(c)3 status remained unchanged.

   ☐ **Required Attachment: Copy of the agency's 501 (c) (3) document with this application.**

OR

~~**B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided by 26 U.S.C.A.**~~

~~☐ Yes ☐ No~~
~~**If yes, has there been a change in the applicant's 501(c) (6) status?** ☐ Yes ☐ No~~
~~**If yes, (Explain)** Click or tap here to enter text.~~

~~☐ **Required Attachment: Copy of the agency's 501 (c) (6) document with this application.**~~

AND

3. **Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.**
   X Yes ☐ No
   If yes, has there been a change in the applicant's non-profit status? ☐ Yes X No
   If yes (Explain) Click or tap here to enter text.

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☐ **Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.**

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

   ☐ **Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.**

AND

5. **Applicant must be in compliance with grant contract award requirements from Metro in any previous year(s).**

   X Yes ☐ No

   If yes, when was the last time the applicant was audited by Metro? n/a
   Was the applicant in compliance?
   ☐ Yes ☐ No
   If no, did the applicant correct Metro audit concerns to Metro's satisfaction?
   ☐ Yes ☐ No

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

~~1. ☐ **Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars** are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.~~

~~**"Audit"** means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.~~

~~☐ **Attach an annual audit conducted by an independent CPA attached.**~~

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~~**Requested Grant Funding Amount:**~~

- ~~**Minimum Requested Amount:**~~
- ~~**Maximum Requested Amount:**~~

2. X **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

"Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

X Attach a review of financial statements conducted by an independent CPA.

Requested Grant Funding Amount:

- **Minimum Requested Amount**: $25,000
- **Maximum Requested Amount:** $50,000

3. ☐ ~~**Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five-thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.~~

~~**"Compilation of Financial Statements"** means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.~~

☐ ~~Attach a compilation of financial statements prepared by an independent CPA.~~

~~**Requested Grant Funding Amount:**~~

- ~~**Minimum Requested Amount:**Click or tap here to enter text.~~
- ~~**Maximum Requested Amount:**Click or tap here to enter text.~~

4. ☐ ~~**Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.~~

~~**"Internally prepared financial statements"** means financial statements prepared by the organization's chief financial officer and/or bookkeeper.~~

☐ ~~Attach an internally prepared financial statement attached.~~

~~**Requested Grant Funding Amount:**~~

- ~~**Minimum Requested Amount:**Click or tap here to enter text.~~
- ~~**Maximum Requested Amount:**Click or tap here to enter text.~~

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SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

1. **Provide the agency's vision statement:** We envision a world where no youth is limited by their past, one in which every young person has the support they need to navigate their unique journey towards success.

2. **Provide the agency mission statement:** Pathways Kitchen helps justice-impacted youth thrive over survive by providing training, work opportunities and individualized support to ensure they can chart their own path forward.

3. **Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values.** Much like Davidson County Juvenile Court, our work seeks to "promote the positive potential in all people" through a holistic approach. We too believe that every young person we support has intrinsic value, and our programs center the strengths of each of our youth, helping them to create and work towards their own definition of success. We utilize evidence-based methods and tools to create an environment that allows our youth to reach their full potential.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

1. **Briefly discuss your agency's need/problem for program funding with a fact-based and data driven statement.**
   The current juvenile justice model is broken: it leads to dramatically higher risk of adult incarceration, lower education attainment, and greater negative outcomes across the spectrum. Added to this, the vast majority of youth in the justice system also have untreated mental health needs and are coping with histories of trauma, abuse, and neglect. Findings from a study by the Harvard Kennedy School and the National Institute of Justice, echoed by many others, showed that incarceration "exacerbates youth trauma and inhibits positive growth while failing to address public safety" (McCarthy et al., 2016). And this system affects youth of color at disproportionately higher rates than white youth: in 2020, African American youth composed 18% of the youth population in Tennessee but 27% of all delinquent petitions (The Annie E. Casey Foundation, 2023).

   According to a 2018 Brookings study, North Nashville has the highest incarceration rate in the country at 14% (Looney, 2018). Youth impacted by parental incarceration are three times as likely to have juvenile

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justice system involvement than their peers without parental incarceration (Heard-Garris et al, 2019). Thanks to recent reform efforts in Davidson County and across the state of Tennessee, great progress has been made towards reforming our juvenile justice system into one that treats children as children, centering their strengths and the strengths of their families. Since the passing of the Juvenile Justice Reform Act of 2018, which prioritized evidence-based practices to expand community resources and set limits around placing children into state custody, Davidson County annual youth arrests fell from an average of 4,500 before 2018 to 1,530 in 2022. This shows us the power of evidence-based community work that keeps children with their families and in their communities.

Research shows that childhood exposure to poverty and the length of exposure are related to increased likelihood for juvenile justice system involvement, with long-term periods of poverty correlating with greater frequency of delinquent behavior (Jarjoura et al, 2002). This is something we see everyday in our work with justice-impacted youth. All of our young people need to earn money, and because they are all resourceful, they will find it. Often, accessible work opportunities leave them surrounded by negative peer influences. In other cases, illegal activity yields the greatest financial return. Informed by this research, Pathways Kitchen's program aligns workforce development training and paid culinary work opportunity with supportive services to create pathways out of and away from the juvenile justice system.

2. **Briefly discuss how funds will continue to help your agency meet program needs.**
Funds will be used to fund staffing, youth wages and training expenses for our culinary workforce development program. Our programming has three primary components: training and development, culinary work opportunity and individualized success navigation. Our training and development program begins with 50 hours (over 8 weeks or 4 weeks during the summer) of paid culinary training alongside social-emotional learning. Upon completion of this initial training program, interested youth participate in regular enrichment activities and training courses, which provide positive hours of influence alongside exposure to new environments and cultural and educational experiences. Youth who have completed the initial training program are also eligible to apply for paid positions in our culinary social enterprises, which include catering, family meal subscriptions and production and sale of various food products. These work opportunities follow a job progression model and create opportunities for real world application of the skills learned through our training program. Throughout our program youth receive individualized success navigation and are able to successfully exit the program to pursue education or employment.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

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Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: Provide training and paid work opportunities for justice-impacted youth ages 15-19 in Davidson County.

Objective 1.1: Utilize the National Restaurant Association Educational Foundation's (NRAEF) Restaurant Ready curriculum to develop life skills and social skills among 25-35 young people.
Activity 1.1: Host four or more Path 1 cohorts with at least five youth in each cohort.

Objective 1.2: Provide consistent (at least once monthly) supportive, living wage work opportunities for 45-60 young people
Activity 1.2: Pay Trainees $10/hour for Path 1 training participation and all other youth at least $12/hour for culinary work shifts.

Goal 2: Provide Success Navigation for all youth, tailoring plans and collaborative partners to the strengths and challenges of each youth.

Objective 2.1: Utilize Path 1 training program to build relationships and assess needs of all youth.
Activity 2.1: Program staff and culinary staff to meet weekly to discuss youth observations and assessments.

Objective 2.2: Provide consistent Success Navigation of individualized plans for youth who have been promoted past Trainee, establishing collaborations to support unique needs
Activity 2.2: Success Navigator to meet or check-in at least twice monthly with each youth and at least monthly with any needed service providers, guardians, school officials, etc.

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals, objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

1. 50% of youth will improve life skills (based on Casey Life Skills Assessment) and/or self efficacy scores
2. 80% of youth will feel more confident communicating and advocating for themselves
3. 80% of youth will feel more confident in managing a budget and their finances
4. 80% of youth will feel more prepared to engage in new opportunities

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SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.):
We administer assessment tools prior to and following each cohort to measure youth outcomes related to education, mental health, financial literacy, and life skills. We also re-assess all Path 2-4 youth on a quarterly basis to measure more long-term outcomes. Evaluation tools include the Casey Life Skills Assessment, Rosenberg Self Esteem Scale, a generalized self-efficacy scale, a satisfaction questionnaire and reports from parents and probation officers.

Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed.
We utilize these assessments to collect feedback from our participants and shape our program. For example, after seeing stronger outcomes among interns who had more hours of influence in Path 1, we expanded our Path 2-4 programming to include weekly enrichment meetings. These meetings provide training on a number of life skills and social skills topics including resume writing and interview skills, tax preparation, sexual health, personal budgeting, and more. They also provide consistency for our youth along with a regular opportunity for small group or individual Success Navigation. We have already begun to see an impact on our retention and hope to see improved outcomes based on quarterly assessments.

Discuss how the agency shares data with the agency's board and other community partners.
Annually we prepare and distribute an Annual Report, sharing all summary level program measurements with our larger community. We also report, as needed, based on unique measurements requested by specific partners and/or funders.

SECTION 9: PROGRAM INPUTS

Discuss the factors (inputs) dedicated to this program to conduct its' activities and to achieve its goals and objectives.

1. **Agency resources:**
   In just four years of operation, Pathways Kitchen's programming and staff have proven effective in helping 100 local youth thrive. In 2024, we engaged a total 45 youth - 34 through Path 1 programming and 15 through Path 2-4 programming. We conduct a number of assessments throughout our program to measure impact and program effectiveness. 2024 impact numbers are as follows:
   - 57% improved self-efficacy scores.
   - 76% felt more prepared for a career in the restaurant industry.
   - 84% felt more confident in managing their budget and finances.
   - 88% felt more confident in advocating for themselves.
   - 72% felt more confident engaging with new people.
   - 80% felt confident engaging in new opportunities

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Our staff brings decades of combined experience working with youth. Leading the organization as CEO is Rokeisha Bryant, a long-time Nashville resident, fixture in the non-profit community, and woman of color. Prior to founding Pathways Kitchen, Rokeisha worked at the Oasis Center for 14 years serving in multiple capacities, from overseeing after-school programs and mentoring programs, leading city-wide community service learning initiatives and youth councils, to managing the REAL diversion program. During the last seven years Rokeisha's work was devoted to providing training, monitoring and technical assistance to organizations across the state of Tennessee–with performance-based contracts to serve system-involved youth in foster care or juvenile justice settings–as a certified replication partner for the Wyman's National Network evidence-based Teen Outreach Program (TOP).

Program Manager Kendall Ford has a Master of Social Work degree from Union University and a Bachelor of Science in Social Work from University of Tennessee at Martin. Professionally, she has a background in social work and therapy in a variety of settings, including substance abuse clinics, schools, and in-home programs. Kendall has a passion for working with young people and helping them thrive.

2. **Agency collaborations:** We are formal collaborators with Davidson County Juvenile Courts as an official Diversion Partner, and with Metro Nashville Public Schools, who provides a no-cost temporary site lease at the McGruder Family Resource Center. We also rely on community partnerships to help connect us to a pipeline of youth and to help us resource them with an ecosystem of support to meet their individual needs. Referral partners include EPIC Girl, FIND Design, Raphah Institute, Court Appointed Special Advocates, and more. Metro Nashville Public Schools connects us to youth with suspension and expulsion records in the hopes of intervening and supporting these teens before they become incarcerated. Mental health resource partners are TN Voices for Children and Youth Villages; Vanderbilt Youth Opportunity Clinic provides assistance with wrongful suspension and IEP meetings. As we grow, we will continue forming collaborative partnerships, and we intend to pull from area partners—whenever necessary—that specialize in certain areas (e.g. LGBTQIA+, family engagement support) to supplement our in-house resources.

3. **Evidence-based programming:** Pathways Kitchen's program is informed by the CDC-Kaiser Permanente Adverse Childhood Experiences (ACE) Study. This study found that youth with juvenile justice system involvement are four times more likely to have experienced four or more ACEs. It also recommended six strategies for preventing ACEs, including strengthening economic supports to families, teaching social-emotional skills, and connecting youth to caring adults and activities, which are all critical aspects of our program.

   Creating pathways to economic mobility is central to the Pathways Kitchen program model. The program specifically trains youth on culinary and hospitality skills because this industry historically provides much greater opportunity and career growth potential for those with nontraditional backgrounds than other industries. Further, the skills learned in this setting are transferable to a number of other career paths. From day one of our program, youth earn an hourly wage that starts at $10 and increases as they advance. We couple this workforce training and opportunity with ongoing financial literacy education to ensure that youth learn how to best manage their earnings to go beyond survival to truly thrive.

   As needed, we will formally assemble a THRIVE team of the youth person's guardian, school or employer and service provider to discuss and develop plans for navigating specific challenges in a youth's life. Even more

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than the culinary training and life skills we teach, this support system of caring adults lets these young people know that there are other options, other possibilities available to them, and that their past does not have to dictate their future.

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

***Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include* output measures (program activities) which *are process measures that* quantify the activities of a program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.**

Discuss the agency's program monitoring process to evaluate program progress and effectiveness: We monitor progress towards our goals through both outputs measures - including number of youth enrolled, number of youth promoted past our initial training program, annual youth wages paid and annual hours of work created - and outcomes measures based on evidenced-based evaluation tools.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections: Pathways Kitchen aims to increase (1) workforce development, (2) life skills, (3) social skills, and (4) educational attainment in justice-impacted young people. Throughout the year, if evaluation determines corrective actions are needed, we adapt our program appropriately. Such corrective actions may include changes in our life skills curriculum, new or shifting culinary work opportunities, creation of new partnerships to improve referrals or service delivery, etc.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTNG PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports. We utilized GAAP-based accrual accounting. Grant administration and reporting is managed by our Chief Operating Officer, with support from an external accounting firm, which handles all bookkeeping. Expenses allocated to specific grants and projects are recorded as such in QuickBooks. We contract with another local accounting firm to review our financial statements and procedures at least annually, through a formal review or audit as needed.

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SECTION 13: SUSTAINABILITY PLAN

Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future. Pathways Kitchen combines earned revenue from our culinary social enterprises with community philanthropic support to deliver its services. Since our first full year of operation (2022) when we received significant seed funding, we have been working to establish and deepen local funding relationships to sustain our work. In 2024, we secured $89,000 in new corporate and foundation support from six first-time funders. This foundation of philanthropic support alongside expansion of our culinary enterprises provides financial sustainability for both our program and operations.

SECTION 14: REQUIRED ATTACHMENTS

1. **Budget** ☐
2. **Budget narrative** ☐
3. **Agency organizational chart** ☐
4. **Copy of the agency's 501 (c) (3) document.** ☐ **or 501 (c) (6) document** ☐
5. **Copy of the agency's Articles of Incorporation as a non-profit and registration identification number** ☐
6. **Financial Information according to total annual revenue level choses in Section 3** ☐

JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION

Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT. **Ms. Nicole Whitlock, M.P.A, CMFO, CICA** (615) 880-2368 NicoleSWhitlock@jisnashville.gov	**Metro Juvenile Court Special Projects Manager** **Mrs. Shelley Hudson, M.A.** (615) 862-8079 shelleyhudson@jisnashville.gov

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

AMENDED GRANT BUDGET

AGENCY NAME: Pathways Kitchen Corporation

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: 07/01/2025** **END: 06/30/2026**

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$31,005.00	$181,705.00	$212,710.00
	Benefits and Taxes (14.6%)	$5,620.00	$27,354.00	$32,974.00
	Professional Fees	$0.00	$0.00	$0.00
	Supplies	$690.00	$55,465.00	$56,155.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel/Conferences and Meetings	$0.00	$525.00	$525.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$12,685.00	$9,050.00	$21,735.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$50,000.00**	**$274,099.00**	**$324,099.00**

Total Match Amount	$274,099.00		
Total Match Percentage	84.5726%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Pathways Kitchen Corporation
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: *Program Manager $57,750/$9,172.88, 25%*	$16,933.38
Position 2: *Success Navigator (PT) $35,000/$6,977.50, 15%*	$6,201.62
Position 4: *Culinary Director $65,000/$9,872.50, 5%*	$3,839.10
Position 4: *Culinary Instructor $54,600/$8,868.90, 15%*	$9,650.90
TOTAL	**$36,625.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
	$0.00
	$0.00
	$0.00
TOTAL	**$0.00**

SUPPLIES:	AMOUNT
Orientation & curriculum supplies	$540.00
Participant Supports	$150.00
	$0.00
	$0.00
	$0.00
TOTAL	**$690.00**

COMMUNICATIONS:	AMOUNT
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

POSTAGE AND SHIPPING:	AMOUNT
	$0.00
TOTAL	**$0.00**

OCCUPANCY:	AMOUNT
	$0.00
	$0.00
TOTAL	**$0.00**

EQUIPMENT RENTAL AND MAINTENANCE:	AMOUNT
	$0.00
	$0.00
TOTAL	**$0.00**

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

PRINTING AND PUBLICATIONS:	AMOUNT
	$0.00
TOTAL	**$0.00**

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
	$0.00
	$0.00
TOTAL	**$0.00**

INSURANCE:	AMOUNT
	$0.00
	$0.00
TOTAL	**$0.00**

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
Participant Wages	$12,685.00
	$0.00
TOTAL	**$12,685.00**

OTHER NON-PERSONNEL:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Pathways Kitchen
FY26 Community Partnership Funds
Budget Justification

Personnel: $36,625

Salaries: $31,005

Staff positions supported by the budgeted grant project include:

1 Program Manager: 25% of salary x $57,750 (annual salary) = $14,335
1 Success Navigators (PT): 15% of salary x $35,000 (annual salary) = $5,250
1 Culinary Director: 5% of salary x $65,000 (annual salary) = $3,250
1 Culinary Instructor: 15% of salary x $54,600 (annual salary) = $8,170

Fringe Benefits: $5,620

All fringe benefits are calculated based on 14.6% of total program staff time, the average staff time dedicated to the program above. Fringe benefits include:

Payroll taxes calculated as:
14.6% x 7.65% (tax rate) x $212,710 (total program payroll) = 2,372
Health insurance premium stipends calculated as:
14.6% x $300 (monthly stipend) x 12 months x 5 positions = $2,628
Simple IRA matching calculated as:
14.6% x 2% (maximum match) x $212,710 (total program payroll) = $620

Program Supplies & Expenses: $690

Orientation & Curriculum Supplies: $540

Expenses include $540 for orientation and curriculum supplies including food safety tests and study materials, printed materials and facilitation supplies (pens, markers, easel pads, etc.).

Participant Supports: $150

Expenses include $150 for participant support including uniforms, basic needs assistance, hygiene supplies, etc.

Specific Assistance to Individuals: $12,685

Wages to youth for participation in our program, with pay rates reflective of position in the program:

Trainee wages: $10/hour x 50 hours x 10 youth = $5,000
500+ culinary work wages, ranging from $12-$18/hour = $7,685

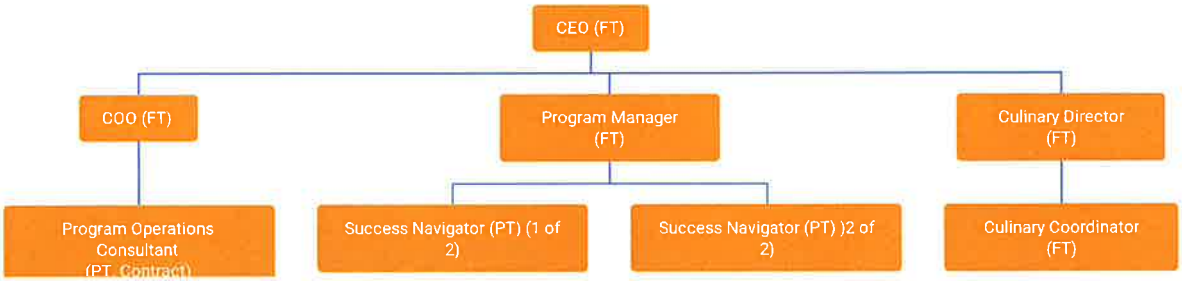
Budget Total: $50,000

We anticipate supporting 45 young people through the project. With a $50,000 project budget, this comes to up to $1,111 per participant for this critical programming and support.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

pathways KITCHEN

2025 ORG CHART



Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 3552240033
Nov. 01, 2024 LTR 4168C 0
87-1425137 000000 00
00013554
BODC: TE

PATHWAYS KITCHEN CORPORATION
4636 LEBANON PIKE 168
HERMITAGE TN 37076

014970

Employer ID number: 87-1425137
Form 990 required: Yes

Dear PATHWAYS KITCHEN CORPORATION:

We're responding to your request dated Oct. 25, 2024, about your tax-exempt status.

We issued you a determination letter in March 2022, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

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Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
03/09/2022
Employer ID number:
87-1425137
Person to contact:
Name: Alexander Henao
ID number: 31887
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
May 18, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053628005341

CAFE MOMENTUM NASHVILLE CORPORATION
4636 LEBANON PIKE # 168
HERMITAGE, TN 37076

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.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

October 21, 2024

ROKEISHA BRYANT
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: PATHWAYS KITCHEN CORPORATION
CO Number: CO43469
Renewal Date: 06/30/2025

Dear ROKEISHA BRYANT :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tracking Number
2025113979

Extension Request

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

Control #: CO43469
Filed: 04/17/2025 09:28 AM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Extension Information

Organization Name: PATHWAYS KITCHEN CORPORATION
CO Number: CO43469
Renewal Date: 6/30/2025
Extended Renewal Date: 9/28/2025

This extension request extends the renewal date by 90 days.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tracking Number
2024128126

Application to Renew Registration of a Charitable Organization

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

CO Number: CO43469
Filed: 10/18/2024 04:40 PM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: CAFÉ MOMENTUM NASHVILLE CORPORATION
Legal entity type of the Organization: Corporation

FEIN: 87-1425137

CO Number: CO43469
Initial Registration Date: 06/15/2022

Renewal Date: 09/28/2024

Has your fiscal year ending month changed since your last renewal?
☐ Yes ☑ No

Fiscal Year Ending Month: December

When and where was the organization legally established
Date: 05/18/2021 **Country:** USA **City/State:** WILMINGTON, DE

Has your Principal Office address changed since your last renewal?
☐ Yes ☑ No

Principal Office Address
4636 LEBANON PIKE, #168
USA, HERMITAGE, TN 37076

Has your Mailing address changed since your last renewal?
☐ Yes ☑ No

Mailing Office Address
4636 LEBANON PIKE, #168
USA, HERMITAGE, TN 37076

Contact Information for the Charitable Organization
Contact Name: ROKEISHA BRYANT
Telephone Number: (615) 594-6186
Email: hello@pathwayskitchen.org **Website:** www.pathwayskitchen.org

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?
☑ Yes ☐ No

Other names used by your organization

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Has the organization registered in any other state(s)?

☑ Yes ☐ No

Other States

DE

Does the charity have other offices, chapters, branches, affiliates or a parent?

☐ Yes ☑ No

The category that best describes your organization

W - Public Affairs, Society Benefit

The charitable purpose of the organization

Pathways Kitchen helps justice-impacted youth thrive over survive by providing training, work opportunities and individualized support to ensure they can can chart their own path forward.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

☐ Yes ☑ No

Last Fiscal Year Start: January 2023 **Last Fiscal Year End:** December 2023

Type of 990 Tax Form Filed: 990 (Long Form)

Gross Revenue

Direct and Indirect Public Contributions	$ 387,498.00
Government Grants	$ 0.00
Program Service Revenue	$ 52,112.00
Special Events and Activities	$ 7,271.00
Gross Sales of Inventory	$ 0.00
Other Revenue	$ 0.00
Total Revenue	$ 446,881.00

Expenses

Total Program Expenses	$ 207,261.00
Direct Expenses from Special Events	$ 5,460.00
Cost of Goods Sold	$ 0.00
Management and General Expenses	$ 262,280.00
Fundraising Expenses	$ 15,724.00
Other Expenses	$ 0.00
Total Expenses	$ 490,725.00

Excess/Deficit For the Year (Total Revenue - Total Expenses)	($ 43,844.00)

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Changes in Net Assets/Fund Balances

Net Assets/Fund Balances at Beginning of Year	$ 753,743.00
Other Changes in Net Assets or Fund Balances	$ 0.00
Net Assets/Fund Balances	$ 0.00
Total Liabilities at End of Year	$ 8,996.00
Net Assets/Fund Balances at End of Year	$ 709,899.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

☐ Yes ☑ No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a "professional fund-raiser," "paid solicitor," "fund raising counsel," or "commercial co-venturer")?

☐ Yes ☑ No

Officer Information

Do you need to modify the current officers?

☑ Yes ☐ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

Rokeisha Bryant
4636 Lebanon Pike
Hermitage, TN 37076, USA
Title(s): Custodian of Contributions, Custodian of Final Distributions, Director

ANDERSON WILLIAMS
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): President, Director

HAL CATO
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): Director

KENNETH JORDAN
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): Director, Treasurer

CAMERON CARVER
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): Director

PATRICIA MALONE
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): Director, Secretary

KIM REESE
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): Director

TERI SLOAN
4636 LEBANON PIKE, #168
HERMITAGE, TN 37076
Title(s): Custodian of Contributions

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Teri Sloan **Date:** 10/18/2024

Title: Chief Fiscal Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Rokeisha Bryant **Date:** 10/18/2024

Title: Chief Executive Officer

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 10/17/2024

Invoice: 2024-08143

Customer Information

ROKEISHA BRYANT
PATHWAYS KITCHEN CORPORATION
4636 LEBANON PIKE, #168
HERMITAGE, 37076

Tracking Number	Description	Amount Paid
2024128126	CH Filing Late Fee	$ 10.00
2024128126	CH Charitable Renewal	$ 10.00

Payment Details

Fee Total:	$ 20.00
Payment Total:	$ 20.00
Amount Due:	$ 0.00
Refunded Amount:	$ 0.00

Payment Method

Payment Type: Credit Card
Check/Confirmation Number: 3883821595

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

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

Pathways Kitchen Corporation
4636 LEBANON PIKE # 168
HERMITAGE, TN 37076-1316

August 29, 2024

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 1219246 Status: Active
Filing Type: Nonprofit Corporation - Foreign

Document Receipt

Receipt # : 009214614	Filing Fee:	$20.00
Payment-Account - #071225 BRADLEY ARANT BOULT CUMMINGS LLP, BIRMINGHAM, AL		$20.00

Amendment Type: Application for Amended Certificate of Authority Image # : B1620-0321
Filed Date: 08/29/2024 2:34 PM

This will acknowledge the filing of the attached application for amended certificate of authority with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

Tre Hargett
Secretary of State

Processed By: Alexus Uqdah

Field Name	Changed From	Changed To
Filing Name	Cafe Momentum Nashville Corporation	Pathways Kitchen Corporation
Commenced Doing Business in TN Date	No value	07/14/2021
Registered Agent Organization Name	Cafe Momentum Nashville Corporation	PATHWAYS KITCHEN CORPORATION

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY NONPROFIT CORPORATION (ss-4434)

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL.
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: $20.00

For Office Use Only

FILED

Pursuant to the provisions of T.C.A. § 48-65-104 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby applies for an amended certificate of authority to transact business or conduct affairs in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is: Cafe Momentum Nashville Corporation
If different, the name under which the certificate of authority is to be obtained is: Pathways Kitchen Corporation

2. The state or country under whose law it is incorporated is: December

3. The date of its incorporation is 05 (Month) / 18 (Day) / 2021 (Year) and the period of duration, if other than perpetual, is ____ / ____ / ____ (Month / Day / Year)

4a. The complete street address of its principal office is: ☐ Change
Physical Street Address: 4636 Lebanon Pike #168
City: Hermitage State: TN Zip Code: 37076-1316

4b. The mailing address (if different from the physical street address) is:
Mailing Street Address:
City: State: Zip Code:

5. The name and complete address of the registered agent and office located in the state of Tennessee is: ■ Change
Registered Agent name: Pathways Kitchen Corporation
Address: 2908 Poston Avenue
City: Nashville State: TN Zip Code: 37203-1309 County: Davidson

6. List the names and complete business addresses of each of its current officers: (Attach separate sheet if necessary.)
Name: Rokeisha Bryant
Business Address: 4636 Lebanon Pike #168
City: Hermitage State: TN Zip Code: 37076
Name: Anderson Williams
Business Address: 1600 West End Ave Ste 1950
City: Nashville State:TN Zip Code: 37203

7. List the names and complete business addresses of its current board of directors: (Attach separate sheet if necessary.)
Name: Kenneth Jordan
Business Address: 4636 Lebanon Pike #168
City: Hermitage State: TN Zip Code: 37076
Name: Patricia Malone
Business Address: 4636 Lebanon Pike #168
City: Hermitage State: TN Zip Code: 37076

8. Please mark the applicable box: ■ The corporation has members. ☐ The corporation does not have members.

9. If applicable, this corporation has the additional designation of:

10. The corporation is a nonprofit corporation.

11. Please mark the applicable box:
If the corporation had been incorporated in Tennessee, it would be: ☐ a public benefit corporation, or ☐ a mutual benefit corporation.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(Not to exceed 90 calendar days) Effective Date: ____ / ____ / ____ (Month / Day / Year) Time: ____

NOTE: This application must be accompanied by a certificate of existence or a document of similar import (for example, a certificate of good standing) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is formed. The certificate shall not bear a date of more than two (2) month prior to the date the application is successfully filed in Tennessee.

8/28/24
Signature Date

RBryant
Signature

Executive Director
Signer's Capacity

Rokeisha Bryant
Name (printed or typed)

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

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PATHWAYS KITCHEN CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS AN EXEMPT CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

Jeffrey W. Bullock, Secretary of State

6056981 8300C

SR# 20243552978

Authentication: 204274361

Date: 08-29-24

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CAFÉ MOMENTUM NASHVILLE CORPORATION
INDEPENDENT ACCOUNTANT'S REVIEW REPORT
AND FINANCIAL STATEMENTS

DECEMBER 31, 2023

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

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spd CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Café Momentum Nashville Corporation

We have reviewed the accompanying financial statements of Café Momentum Nashville Corporation (a Tennessee not-for-profit corporation) which comprise the statement of financial position as of December 31, 2023 and the related statement of activities, cash flows and functional expenses for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of The Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility 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 designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

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Report on December 31, 2022 Financial Statements

The December 31, 2022 financial statements were audited by us and we expressed an unmodified opinion on them in our report dated April 8, 2024. We have not performed any auditing procedures since that date.

SPD CPA Firm

SPD CPA Firm
Nashville, TN
May 30, 2024

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CAFÉ MOMENTUM NASHVILLE CORPORATION
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2023 and DECEMBER 31, 2022

	2023	Restated 2022
ASSETS		
Current Assets		
Cash and Cash Equivalents	$ 498,644	$ 795,193
Accounts Receivable, net	176,047	4,167
Total Current Assets	674,691	799,360
Non - Current Assets		
Furniture and Equipment	5,999	5,999
Vehicles	46,598	-
Accumulated Depreciation	(8,393)	(1,866)
Total Non-Current Assets	44,204	4,133
TOTAL ASSETS	$ 718,895	$ 803,493
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts Payable	$ 1,482	$ 4,438
MAC Reimbursement Payable	1,312	45,312
Accrued Payroll	6,202	-
Total Current Liabilities	8,996	49,750
Long-Term Liabilities	-	-
Total Liabilities	8,996	49,750
Net Assets		
Without Donor Restrictions	478,213	522,959
With Donor Restrictions	231,686	230,784
Total Net Assets	709,899	753,743
TOTAL LIABILITIES AND NET ASSETS	$ 718,895	$ 803,493

The accompanying notes are an integral part of these Financial Statements

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CAFE MOMENTUM NASHVILLE CORPORATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and Support			
Contributions of Cash and other Financial Assets	$ 365,498	$ 47,500	$ 412,998
Catering Revenues	25,340	-	25,340
Other Income	8,543	-	8,543
Net assets released from restrictions	46,598	(46,598)	-
Total Revenues and Support	445,979	902	446,881
Expenses			
Program Services	194,436	-	194,436
Management & General	261,872	-	261,872
Catering and Special Events	34,417	-	34,417
Total Expenses	490,725	-	490,725
Change in Net Assets	(44,746)	902	(43,844)
Net Assets, Beginning of Year	522,959	230,784	753,743
Net Assets, End of Year	$ 478,213	$ 231,686	$ 709,899

The accompanying notes are an integral part of these financial statements

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CAFE MOMENTUM NASHVILLE CORPORATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2022

	Restated Without Donor Restrictions	With Donor Restrictions	Total
Revenues and Support			
Contributions of Cash and other Financial Assets	$ 741,705	$ 230,784	$ 972,489
Contributions of Non Financial Assets	10,819	-	10,819
Other Income	33,832	-	33,832
Total Revenues and Support	786,356	230,784	1,017,140
Expenses			
Program Services	30,473	-	30,473
Management & General	190,041	-	190,041
Catering and Special Events	18,176	-	18,176
Total Expenses	238,690	-	238,690
Change in Net Assets	547,666	230,784	778,450
Net Assets, Beginning of Year (restated)	(24,707)	-	(24,707)
Net Assets, End of Year	$ 522,959	$ 230,784	$ 753,743

The accompanying notes are an integral part of these financial statements

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CAFÉ MOMENTUM NASHVILLE CORPORATION
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND DECEMBER 31, 2022

	2023	Restated 2022
Cash flows from operating activities		
Increase (Decrease) in net assets	$ (43,844)	$ 778,450
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	6,527	1,866
(Increase) Decrease in accounts receivable	(171,880)	20,863
Decrease in accounts payable	(2,956)	(76,690)
Increase (Decrease) in MAC reimbursement	(44,000)	45,312
Increase in accrued payroll	6,202	-
Net cash provided by operating activities	$ (249,951)	$ 769,801
Cash flows from investing activities		
Purchase of fixed assets	(46,598)	(5,999)
Cash flows from financing activities	-	-
Net increase (decrease) in cash and cash equivalents	(296,549)	763,802
Cash and cash equivalents, beginning of year	795,193	31,391
Cash and cash equivalents, end of year	**$ 498,644**	**$ 795,193**

The accompanying notes are an integral part of these financial statements.

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CAFÉ MOMENTUM NASHVILLE CORPORATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023

	Program Services	Management & General	Catering and Special Events	Total
Salaries and Wages	$ 147,855	$ 147,855	$ -	$ 295,710
Payroll Taxes	-	22,158	-	22,158
Benefits	7,893	7,893	-	15,786
Bank Charges	-	2,547	-	2,547
Contract Labor	13,224	32,407	-	45,631
Depreciation	-	6,527	-	6,527
Dues and Memberships	-	3,807	-	3,807
Equipment Rental	-	-	1,520	1,520
Insurance	-	8,403	-	8,403
Internships	22,184	-	-	22,184
Marketing and Development	-	6,106	-	6,106
Meals/Food and Beverage	1,200	674	21,184	23,058
Merchandise	-	-	954	954
Postage	-	85	-	85
Printing	-	1,005	-	1,005
Professional Services	-	5,850	-	5,850
Rent Expense	-	3,440	-	3,440
Payroll Processing Fees	-	1,471	-	1,471
Recruiting	-	510	-	510
Supplies	-	3,947	7,844	11,791
Training and Seminars	1,929	-	-	1,929
Transportation	-	794	2,560	3,354
Travel	-	5,722	-	5,722
Miscellaneous	151	671	355	1,177
Total Expenses	$ 194,436	$ 261,872	$ 34,417	$ 490,725

The accompanying notes are an integral part of these financial statements

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CAFÉ MOMENTUM NASHVILLE CORPORATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

	Program Services	Management & General (Restated)	Catering and Special Events	Total
Salaries and Wages	$ 8,797	$ 122,667	-	$ 131,464
Payroll Taxes	-	9,736	-	9,736
Benefits	-	1,604	-	1,604
Bank Charges	-	3,214	-	3,214
Contract Labor	-	23,487	-	23,487
Depreciation	-	1,866	-	1,866
Dues and Memberships	-	2,308	-	2,308
Advertising	2,470	-	-	2,470
In-Kind Catering	10,819	-	-	10,819
Equipment Rental	-	-	300	300
Insurance	-	7,283	-	7,283
Internships	1,597	-	-	1,597
Meals/Food and Beverage	602	2,358	16,537	19,497
Automobile/ Mileage	-	1,395		1,395
Postage	-	922	-	922
Printing	-	490	-	490
Professional Services	-	1,291	-	1,291
Rent Expense	-	1,200	-	1,200
Payroll Processing Fees	-	1,039	-	1,039
Recruiting	-	592	-	592
Supplies	827	408	1,339	2,574
Travel	5,306	7,749	-	13,055
Miscellaneous	55	432	-	487
Total Expenses	$ 30,473	$ 190,041	$ 18,176	$ 238,690

The accompanying notes are an integral part of these financial statements

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NOTE 1---NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Café Momentum Nashville Corporation. (the "Organization") is a 501 (c) (3) non-profit organization that provides restaurant and culinary training to Nashville's justice-involved youth. Their mission is to transform young lives by equipping these youth with life skills, education and employment opportunities to help them achieve their full potential. The Organization began its operations in July 2021, under the direction of the Momentum Advisory Collective (MAC)-the national capacity-building organization created to scale the Café Momentum concept nationally with plans to launch 30 restaurants and programs over the next 10 years.

Basis of Presentation

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly, reflect all significant receivables, payables and other liabilities. The financial statement presentation follows the recommendations of the Financial Accounting Standard Board's Accounting Standard Codification (FASB ASC 958), Financial Statements of Not-for-profit Organizations. Under FASB ASC 958, the Organization is reporting information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. Financial position and activities are classified based on the existence or absence of donor restrictions as follows:

Net Assets without donor restrictions — Net assets that are not restricted by explicit donor stipulations or by law.

Net Assets with donor restrictions — Net assets, accepted by board actions, that are restricted by purpose or time either temporarily or permanently by explicit donor stipulation or by law.

As of December 31, 2023 and December 31, 2022, The Organization had $231,686 and $230,784, respectively, in net assets with donor restrictions.

Revenues, Support and Expenses

The Organization receives grants and contributions from foundations, corporations and individual donors and recognizes revenue when cash or a firm promise to give is obtained.

Contributions received are measured at their fair value and are reported as an increase in net assets.

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets, or if they are designated as support for future periods. Donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted support.

Expenses are recorded when incurred in accordance with the accrual basis of accounting.

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Use of Estimates

The financial statements are prepared in conformity with generally accepted accounting principles in the United States of America. Management is required to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying disclosures. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash held in checking and savings accounts. The carrying amount reported in the statement of financial position for cash and cash equivalents approximates its fair value. The Organization has deposits with financial institutions that maintain federal insurance up to $250,000 for all accounts. The portion of any deposit in excess of this amount is not subject to such insurance and represents a credit risk to the Organization. As of December 31, 2023 and December 31, 2022, The Organization had $248,644 and $545,193, respectively, in excess of federal insurance.

Management believes the Organization is not exposed to any other significant credit risk on cash and cash equivalents.

In-Kind Donations

The Organization follows the recommendations of the Financial Accounting Standard Board's Accounting Standard Codification (FASB ASC 958), Financial Statements of Not-for-profit Organizations regarding contributions received and contributions made. These standards require recording the value of donated goods or services that create or enhance non-financial assets or require specialized skills. Subject matter experts lend their time and talents at no charge to spare the Organization the cash outlay for such goods and services rendered. All in-kind donations are captured and reported appropriately in the Organization's financial records.

The Organization records donated goods and services at fair value.

Income Taxes

The Organization is operated as a tax-exempt entity as described under Section 501(c)(3) of the Internal Revenue Code and is therefore exempt from Federal and State income taxes. Accordingly, no provisions for income taxes have been recorded.

Investments

Investments in equity securities with readily determinable fair values are measured at fair value in the statement of financial position. Investment income or loss (including gains and losses on investments, interest and dividends) is included on the statement of activities as increases or decreases in net assets without donor restrictions unless the income or loss is restricted by donor or law.

Fair Values of Financial Instruments

The carrying values of current assets and current liabilities approximate fair values due to the short maturities of these instruments. The fair values of the noncurrent liabilities approximate the carrying amounts and are estimated based on current rates offered to the Organization.

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Fixed Assets

Disbursements for property and equipment are capitalized and reflected in the statement of financial position at cost. Expenditures for additions and major improvements are capitalized while those for maintenance and repairs are charged to expenses as incurred. Depreciation, which is reflected as an expense in the statement of activities, is computed on the straight-line method over the following estimated useful lives:

	Years
Furniture and equipment (including websites)	3—10
Vehicles	5—10

Functional Expenses

Management allocates expenses on a functional basis among its various programs and support services. Expenses and support services that can be identified with a specific program are allocated directly to their natural expenditure classification. Other expenses that are common to several programs are allocated based on various relationships.

Concentration of Revenues

The Organization receives a substantial amount of its support from grants. A significant reduction in the level of this support may have a significant effect on the Organization's programs and activities and its ability to continue operations.

NOTE 2--LIQUIDITY AND AVAILABILITY

As of December 31, 2023 and December 31, 2022, the Organization had $674,691 and $799,360, respectively of financial assets available within one year of the statement of financial position date all consisting of cash and cash equivalents. Of these financial assets, $231,686 and $230,784, as of December 31, 2023 and December 31, 2022, respectively, are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position date.

NOTE 3— CONTRIBUTIONS

As of December 31, 2023 and December 31, 2022, the Organization had a receivable balance of $176,047 and $4,167 respectively, comprised of the following:

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	2023	2022
Tennessee Commission on Children and Youth	$ 75,000	$ -
St. George's Episcopal Church (2024)	50,000	-
Speer Foundation	1,745	-
Tennessee Youth Workforce Preparedness	1,500	-
Other	302	4,167
	128,547	4,167
St. George's Episcopal Church (2025-2026)	50,000	-
Discounted at 5%	(2,500)	-
	47,500	-
Total Contributions	$ 176,047	$ 4,167

NOTE 4—OTHER CURRENT LIABILITIES

As of December 31, 2023 and December 31, 2022, the Organization had an outstanding balance of $1,312 and $45,312, respectively, due to the Momentum Advisory Collective for costs incurred to support the start-up operations of Café Momentum Nashville. Per the reimbursement agreement, this remaining balance was due by December 31, 2023. This amount was paid January 12, 2024.

NOTE 5---NET ASSETS

As of December 31, 2023, the Organization had donations of $176,250 restricted for the purchase of a restaurant, $47,500 with implied time restrictions and $7,936 restricted for the purchase of a van. At December 31, 2022, the Organization had donations of $176,250 restricted for the purchase of a restaurant and $54,534 restricted for the purchase of a van.

NOTE 6---RESTATEMENT OF PRIOR YEAR

As of December 31, 2023, net receivables due from the Momentum Advisory Council were $4,167 as of December 31, 2022 resulting from revenues and expenses related to Café Momentum restated as follows:

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Original Amount Reported at December 31, 2022	$ 741,505
Understatement of Contributions of Cash and other Financial Assets	200
December 31, 2022 restated	$ 741,705

Original Amount Reported at December 31, 2022	$ 29,568
Understatement of Contributions of Cash and other Financial Assets	4,264
December 31, 2022 restated	$ 33,832

Original Amount Reported at December 31, 2022	$ 2,917
Understatement of Bank Charges	297
December 31, 2022 restated	$ 3,214

NOTE 7---SUBSEQUENT EVENTS

There were no subsequent events requiring disclosure as of May 30, 2024, the date management evaluated such events. May 30, 2024, is the date the financial statements were available to be issued.

PATHWAYS KITCHEN CORPORATION

FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2024

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PATHWAYS KITCHEN CORPORATION

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Pathways Kitchen Corporation
Nashville, Tennessee

Opinion

We have audited the accompanying financial statements of Pathways Kitchen Corporation (a nonprofit organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Pathways Kitchen Corporation as of December 31, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

We draw attention to Note 5 of the financial statements, which describes that the Organization identified an error related to the improper recognition of $103,557 of grant revenue in the year ended December 31, 2023. The error was corrected by recording a prior period adjustment to beginning net assets as of January 1, 2024. Our opinion is not modified with respect to this matter.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Pathways Kitchen Corporation and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

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Responsibilities of Management for the Financial Statements (Continued)

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 Pathways Kitchen Corporation's ability to continue as a going concern within one year after the date that the financial statements are 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 generally accepted 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, including omissions, 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 generally accepted 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 Pathways Kitchen Corporation'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 Pathways Kitchen Corporation'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.

Bellenfant, PLLC

Nashville, Tennessee
August 21, 2025

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PATHWAYS KITCHEN CORPORATION
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2024

ASSETS

CURRENT ASSETS		
Cash and Cash Equivalents	$	467,104
Accounts Receivable		55,479
Grants Receivable		29,818
Total Current Assets		552,401
FIXED ASSETS		
Vehicles		46,598
Less: Accumulated Depreciation		(17,713)
Total Fixed Assets		28,885
OTHER ASSETS		
Website		5,000
Less: Accumulated Amortization		(1,667)
Total Other Assets		3,333
Total Assets	$	584,619

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts Payable	$	2,158
Accrued Expenses		11,469
Total Current Liabilities		13,627
Total Liabilities		13,627
NET ASSETS		
Net Assets Without Donor Restrictions		335,742
Net Assets With Donor Restrictions		235,250
Total Net Assets		570,992
Total Liabilities and Net Assets	$	584,619

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The accompanying notes are an integral part of these financial statements.

PATHWAYS KITCHEN CORPORATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Contributions of Cash and Other Financial Assets	$ 386,803	$ 75,732	$ 462,535
Catering Revenues	40,210	-	40,210
Other Income	8,087	-	8,087
Net Assets Released from Restrictions	72,168	(72,168)	-
Total Support and Revenue	507,268	3,564	510,832
EXPENSES			
Program Services	214,749	-	214,749
Supporting Services			
Management and General	295,323	-	295,323
Fundraising	36,110	-	36,110
Total Supporting Services	331,433	-	331,433
Total Expenses	546,182	-	546,182
Change in Net Assets	(38,914)	3,564	(35,350)
Prior Period Adjustment	(103,557)	-	(103,557)
Net Assets, Beginning of Year as Restated	374,656	231,686	606,342
Net Assets, End of Year	$ 335,742	$ 235,250	$ 570,992

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The accompanying notes are an integral part of these financial statements.

PATHWAYS KITCHEN CORPORATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2024

		Supporting Services		
	Program Services	Management and General	Fundraising	Total
Salaries and Wages	$ 155,591	$ 155,591	$ -	$ 311,182
Payroll Taxes	-	23,566	-	23,566
Payroll Processing Fees	-	1,599	-	1,599
Benefits	10,397	10,397	-	20,794
Bank Charges	-	3,333	-	3,333
Contract Labor	18,242	28,167	-	46,409
Depreciation	-	9,320	-	9,320
Amortization	-	1,667	-	1,667
Dues and Memberships	-	1,089	-	1,089
Insurance	-	3,775	-	3,775
Internships	20,722	-	-	20,722
Marketing and Development	-	4,701	-	4,701
Meal/Food and Beverage	2,804	925	24,160	27,889
Merchandise	-	-	200	200
Supplies	-	9,315	5,765	15,080
Professional Services	-	27,086	-	27,086
Rent Expense	-	10,740	-	10,740
Training and Seminars	2,841	-	-	2,841
Transportation	864	1,207	5,135	7,206
Travel	-	1,354	-	1,354
Miscellaneous	3,288	1,491	850	5,629
Total Expenses	$ 214,749	$ 295,323	$ 36,110	$ 546,182

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The accompanying notes are an integral part of these financial statements.

PATHWAYS KITCHEN CORPORATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$	(35,350)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operations:		
Depreciation		9,320
Amortization		1,667
(Increase) Decrease in:		
Accounts and Grants Receivable		(12,807)
Increase (Decrease) in:		
Accounts Payable		676
Accrued Expenses		3,955
Net Cash Provided (Used) by Operating Activities		(32,539)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Fixed Assets		999
Net Cash Provided (Used) by Investing Activities		999
Net Increase (Decrease) in Cash and Cash Equivalents		(31,540)
Cash and Cash Equivalents, Beginning of Year		498,644
Cash and Cash Equivalents, End of Year	$	467,104

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The accompanying notes are an integral part of these financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Pathways Kitchen Corporation, (the "Organization"), is incorporated in the state of Tennessee as a 501(c)(3) non-profit organization that provides restaurant and culinary training to Nashville's jusice-involved youth. Their mission is to transform young lives by equipping these youth with life skills, education and employment opportunities to help them achieve their full potential. The Organization began its operations in July 2021, under the direction of the Momentum Advisory Collective (MAC)-the national capacity-building organization created to scale the Pathway Kitchens concept nationally with plans to launch 30 restaurants and programs over the next 10 years.

Basis of Accounting

The financial statements of Pathways Kitchen Corporation are maintained and presented on the accrual basis of accounting. Revenues are generally recognized when earned and expenses are generally recognized when incurred.

Financial statement presentation follows the requirements of the Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic related to Presentation of Financial Statements of Not-for-Profit Associations. Under the FASB Accounting Standards Codification, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions:
These are net assets that are not subject to donor-imposed stipulations. The Organization had $335,742 of net assets without donor restrictions as of December 31, 2024.

Net assets with donor restrictions:
These are net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. This classification also includes net assets subject to donor-imposed stipulations that may be maintained permanently by the Organization. Generally, donors of these assets permit the Organization to use all or part of the income earned for general or specific purposes. The Organization had $235,250 of net assets with donor restrictions as of December 31, 2024.

Cash and Cash Equivalents

For purposes of the statement of cash flows, Pathways Kitchen Corporation considers all highly liquid investments with a maturity of 90 days or less when purchased to be cash equivalents.

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable

Accounts receivable are reported at their estimated collectible amounts. They are periodically evaluated for collectability based on management's assessment of each account. An allowance for doubtful accounts is established as losses are estimated to have occurred through recognition of bad debt expense. When management confirms the uncollectibility of an account receivable, such amount is charged off against the allowance for doubtful accounts. No allowance for doubtful accounts was recorded at December 31, 2024.

Fixed Assets

Disbursements for property and equipment are capitalized and reflected in the statement of financial position at cost. Expenditures for additions and major improvements are capitalized while those for maintenance and repairs are charged to expenses as incurred. Depreciation, which is reflected as an expense in the statement of activities, is computed on the straight-line method over the following estimated useful lives:

Vehicles	5-10 years

Other Assets

Other assets is comprised of website costs. Amortization is provided in amounts necessary to allocate the cost of assets over their estimated useful lives using the straight-line method. The estimated useful lives of all major classes of other assets are as follows:

Website	3 years

Revenue and Revenue Recognition

The Organization receives grants and contributions from foundations, corporations and individual donors and recognizes revenue when cash or a firm promise to give is obtained. Contributions received are measured at their fair value and are reported as an increase in net assets. The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets, or if they are designated as support for future periods. Donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted support.

Expenses are recorded when incurred in accordance with the accrual basis of accounting.

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

Advertising costs are expensed when incurred.

Donated Services and Goods

Donated services and goods are recognized if they create or enhance non-financial assets, or the donated service requires specialized skills, was performed by a donor who possesses such skills, and would have been purchased by Organization if not donated. Such services are recognized at fair value as support and expensed in the period the services are performed.

Members of the Board of Directors have provided substantial assistance to the Organization by donation of time and services. The value of this contribution is not reflected in the financial statements since it is not susceptible to objective measurement of valuation.

Estimates

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

Functional Allocation of Expenses

Expenses that can be directly attributed to a particular function are charged to that function. Accordingly, certain costs have been categorized based on specific identification of costs incurred or allocated as determined by management.

Expense	Method of Allocation
Salaries and Wages	Time and Effort
Payroll Taxes	Time and Effort
Benefits	Time and Effort
Depreciation and Amortization	Fixed Asset Usage
Contract Labor	Time and Effort
Insurance	Policy Coverage

Compensated Absences

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Organization's policy is to recognize these costs when actually paid.

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2. AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of December 31, 2024, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date:

Cash and Cash Equivalents	$	467,104
Accounts Receivable		55,479
Grants Receivable		29,818
		552,401
Less amounts unavailable to be used within one year due to donor imposed restrictions		(235,250)
Financial assets available to meet cash needs for general expenditures within one year	$	317,151

There is an adequate amount of financial assets available as of December 31, 2024. The Organization effectively manages its liquid available resources to meet cash needs for general expenditures within one year of the statement of financial position date.

3. CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Organization to concentrations of credit risk consist primarily of cash and cash equivalents. Cash is maintained in demand deposit accounts which, at times, may exceed federally insured limits. By their nature, all such financial instruments involve risk, including the credit risk of nonperformance by other parties. Exposure to credit risk is managed through credit approvals and monitoring procedures.

The Organization receives a substantial amount of its support from grants. A significant reduction in the level of this support may have a significant effect on the Organization’s programs and activities and its ability to continue operations.

4. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consists of the following as of December 31, 2024:

Restaurant Purchase	$	176,250
Time Restricted Grants		59,000
	$	235,250

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5. PRIOR PERIOD ADJUSTMENT

During the year ended December 31, 2024, the Organization identified that $103,557 of grant revenue had been improperly recognized in the year ended December 31, 2023. This amount related to grant funds that had not yet been earned as of December 31, 2023, and therefore should not have been recognized as revenue in that period. To correct this error, a prior period adjustment was recorded to decrease accounts receivable and net assets without donor restrictions as of January 1, 2024, by $103,557.

The adjustment to net assets at January 1, 2024, is summarized as follows:

Net Assets, Originally Reported	$	709,899
Prior Period Adjustment		(103,557)
Net Assets, Restated	$	606,342

6. INCOME TAXES

The Organization has qualified for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. It has been classified as an organization that is not a private foundation.

The Organization has evaluated its tax positions in accordance with the Codification Standard relating to Accounting for Uncertainty in Income Taxes. The Organization believes that it has taken no uncertain tax positions.

The Organization files a U.S. Federal Form 990-Return of Organization Exempt from Income Tax. The Organization's returns for the years prior to calendar year 2021 are no longer open for examination.

7. SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 21, 2025, which is the date the financial statements were available to be issued.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Teri Sloan

Signature of Authorized Representative
Name: Teri Sloan
Title: Chief Operating Officer
Agency Name: Pathways Kitchen
Date: August 15, 2025

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Teri Sloan
Signature of Authorized Representative
Name: Teri Sloan
Title: Chief Operating Officer
Agency Name: Pathways Kitchen
Date: August 15, 2025

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

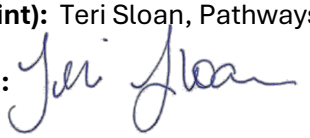
Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Teri Sloan, acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): Teri Sloan, Pathways Kitchen

Signature: 

Date: 8/15/2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: EPIC Girl Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Mrs. Freeman,

Juvenile Court values the services that EPIC Girl provides to reduce youth violence in our community. I am pleased to inform you that the Epic Girl program located at 1704 Charlotte Ave, Suite 200, Nashville, Tennessee, 37203 is hereby awarded **twenty-five thousand ($25,000.00)** dollars to continue program services for the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include Epic Girl amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
EPIC GIRL, INC.

This Grant Contract issued and entered pursuant to **RS2025 - _____** by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **EPIC Girl Inc,** hereinafter referred to as the **"Grantee,"** is for the **Epic Girl program to empower girls ages 14-18 to reach their full potential through educational programs, mentoring, counseling, and community activities** as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS The EPIC Girl (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS the combination of adverse childhood experiences and at-risk behaviors significantly increases the risk of exploitation and abuse among adolescent females; and,

WHEREAS the Grantee will serve 60 adolescent females ages 14 to 18; and,

WHEREAS the Grantee will provide a case manager to provide services two days weekly in Bass and Johnson Alternative schools ; and,

WHEREAS the Grantee's goals include:

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Goal 1: To provide 60 girls identified as high risk with psycho-educational instruction and empowerment programming at Davidson County alternative schools.

Objective 1.1: To reduce the maladaptive behaviors associated with ACEs and delinquency.

Activity 1.1 Gender specific, trauma informed programming.

Goal 2: To provide 60 at risk girls at Bass and Johnson Alternative schools case management services.

Objective 2.1: To increase program retention, protective factors, and linkage to resources.

Activity 2.1: Strength-based case management.

WHEREAS Measurable outcomes include:

1) 59 (98%) of girls will report increased understanding of their risk factors and maladaptive behaviors at three-month follow-up.

2) 50 (83%) of girls participating in programming will report a reduction in high-risk behavioral indicators associated with ACEs including criminal charges, risky sexual behaviors, and poor academic performance at three-month follow-up.

3) 40 (67%) of 60 girls will report that they still have a connection to the program's case manager at six-month follow-up.

4) 40 (67%) of girls will report that the case manager has helped them obtain resources or achieve an important goal at six-month follow-up.

WHEREAS, Juvenile Court and **EPIC Girl, Inc.** propose to utilize **twenty-five thousand ($25,000.00) dollars** of the CPF grant to fund the grantee to serve Davidson County adolescent female youth ages 14 – 18.

A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**.

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The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.**

In no event shall the maximum liability of Metro under this Grant Contract exceed **twenty-five thousand ($25,000.00) dollars**. The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

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C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

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Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

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https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

D.3. Termination for Cause.

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant

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not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and

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payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain

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statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held 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.11. **Insurance.**

The Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

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D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall 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 Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay

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caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be 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 Grantee 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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

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Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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.23. **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

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Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability**.

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

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

D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of

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notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

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Recipient:

Name : Stacia Freeman
Title : Executive Director
Agency Name : EPIC Girl, Inc.
Address : 1704 Charlotte Ave, Suite 200
City : Nashville, State : Tennessee, Zip 37203
Phone : 615 390-7932
Email : stacia@epicgirl.net

D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Stacia Freeman

By: Stacia Freeman

Title: CEO

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jenneen Reed/mjw
62377A2A8742469...
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 18th day of July, 2025

Notary Public

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C0494243F...
Metropolitan Attorney

CHRISLYN MAKENZIE CLARK
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission expires 03/08/2028

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB59844A3DE04C4...

Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4E412B706322448...
Department Head

DocuSigned by:
Balogun Cobb
88804BF12FD741C...
Director of Insurance

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ATTACHMENT 1

FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	**EPIC Girl Inc.**
Name of program to be funded.	**EPIC Girl – Psychoeducational Empowerment Programing in Bass and Johnson Alternative Schools.**

Is the applicant a prior Metro CPF recipient?

☒ Yes ☐ No

1. Year of funding: **2023-24**
2. Amount funded: **$5000.00**

Is the applicant a prior year Metro Direct Appropriation recipient?

☐ Yes ☒ No

1. **Year of funding**: Click or tap here to enter text.
2. **Amount funded:** Click or tap here to enter text.

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	**Name: Stacia Davis Freeman** **Title: Executive Director** **Phone number: 615-390-7932** **Email: stacia@epicgirl.net**
Individual completing application.	**Name: Lisa Bell** **Title: Grant Manager** **Phone number: 615-917-0198** **Email: lisa@epicgirl.net**
Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name: Lisa Bell** **Title: Grant Manager** **Phone number: 615-917-0198** **Email: lisa@epicgirl.net**

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name: Athena Pond** **Title: COO** **Phone number: 615-424-1165** **Email: athena@epicgirl.net**

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

1. Program serves residents of Nashville, Davidson County only.
   ☒ Yes ☐ No

2. A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S. C. A.

   ☒ Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes ☐ No
   If yes, (Explain) Click or tap here to enter text.

   ☐ Required Attachment: Copy of the agency's 501 (c) (3) document with this application.

OR

B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided by 26 U.S.C.A.

   ☐ Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (6) status? ☐ Yes ☐ No
   If yes, (Explain) Click or tap here to enter text.

   ☐ Required Attachment: Copy of the agency's 501 (c) (6) document with this application.

AND

3. Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.

   ☐ Yes ☐ No
   If yes, has there been a change in the applicant's non-profit status? ☐ Yes ☐ No
   If yes (Explain) Click or tap here to enter text.

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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☐ Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

   ☐ **Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.**

AND

5. Applicant must be in compliance with grant contract award requirements from Metro in any previous year(s).

   ☒ Yes ☐ No

   If yes, when was the last time the applicant was audited by Metro? **2024**

   Was the applicant in compliance?

   ☒ Yes ☐ No

   If no, did the applicant correct Metro audit concerns to Metro's satisfaction?

   ☐ Yes ☐ No

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

1. ☐ **Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars** are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.

   "Audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.

   ☐ Attach an annual audit conducted by an independent CPA attached.

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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Requested Grant Funding Amount:

- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

2. ☒ **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

"Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

☐ Attach a review of financial statements conducted by an independent CPA.

Requested Grant Funding Amount:

- **Minimum Requested Amount: $29,717,00**
- **Maximum Requested Amount: $33,410.52**

3. ☐ **Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.

"Compilation of Financial Statements" means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.

☐ Attach a compilation of financial statements prepared by an independent CPA.

Requested Grant Funding Amount:

- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

4. ☐ **Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.

"Internally prepared financial statements" means financial statements prepared by the organization's chief financial officer and/or bookkeeper.

☐ Attach an internally prepared financial statement attached.

Requested Grant Funding Amount:

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount**:Click or tap here to enter text.

SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

1. Provide the agency's vision statement:

As girls witness a healthier model for life through community and connection, they become cycle breakers who know their worth, live with hope, and embrace their purpose.

2. Provide the agency mission statement:

EPIC Girl exists to empower girls to reach their full potential through educational programs, mentoring, counseling and community activities.

3. Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values

In 2015, EPIC Girl was piloted through an alignment with the Davidson County Juvenile Court who shared the common goal of helping adolescent females transcend challenges such as gang activity, poverty, and abuse. This project seeks to address the deficiency of support services available for adolescent females ages 14-18 in Davidson County with special emphasis placed on those who have experienced sexual abuse and trauma and have few parental or positive social supports. They are vulnerable to a devastating trifecta: delinquency, sexual exploitation, and violence. They are a population who, without intervention, can spiral into generational cycles of abuse, criminal behavior, and further trauma. Simply put, EPIC Girl's mission is to stop this from happening.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

1. Briefly discuss your agency's need/problem for program funding with a fact-based and data driven statement

EPIC Girl addresses the deficiency of support services available for adolescent females ages 14-18 in Davidson County throughout its programs. Special emphasis has been placed on those who have experienced sexual abuse and trauma and who have few parental or positive social supports. Every year hundreds of adolescent females are booked into Davidson County's

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juvenile detention center in Nashville. Within that number most are girls who enter the juvenile system and have experienced Adverse Childhood Experiences (ACEs). We know this to be true about this vulnerable population since indicators for ACEs are typically expressed through the behaviors that bring them to the juvenile justice system in the first place. The population booked into Davidson County's Juvenile Detention Center reflects the same pervasive characteristics seen in the literature. In a study of 64,329 juvenile offenders, only 2.8% reported no childhood adversity, meaning that 97% of them had at least one ACE. The combination of ACEs and the associated behaviors make these girls at highest risk for exploitation, sexual abuse and spiraling into a system that is the front door to prison.

This proposal is a request for funding for one of EPIC Girl's programs that is offered at two of Davidson County's alternative schools. The 2022-23 Alternative Education Report's local education agency survey states that the behavioral issues that send youth to alternative schools require more support than the school staff can offer themselves. One individual surveyed states, "We are seeing some serious behaviors that likely stem from traumatic experiences..." and another states that their school's greatest need is someone who can provide face to face interaction with students to "find ways to motivate kids academically, behaviorally, and socially." EPIC Girl will fill this service gap with the strategies described below.

2. Briefly discuss how funds will continue to help your agency meet program needs.

We will use this award to fund a case manager working two days per week in two alternative schools which are strategic intervention points where our target population can be found. They will work one day per week in each school.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: To provide 60 girls identified as high risk with psycho-educational instruction and empowerment programming at Davidson County alternative schools.

Objective 1: To reduce the maladaptive behaviors associated with ACEs and delinquency.

Activity 1: Gender specific, trauma informed programming.

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Goal 2: To provide 60 at risk girls at Bass and Johnson alternative schools case management.

Objective 2: Increase program retention, protective factors, and linkage to resources.

Activity 2: Strength based case management.

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals, objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

59 (98%) of girls will report increased understanding of their risk factors and maladaptive behaviors at three-month follow-up.

50 (83%) of girls participating in programming will report a reduction in high-risk behavioral indicators associated with ACEs including criminal charges, risky sexual behaviors, and poor academic performance at three-month follow-up.

40 (67%) of 60 girls will report that they still have a connection to the program's case manager at six-month follow-up.

40 (67%) of girls will report that the case manager has helped them obtain resources or achieve an important goal at six-month follow-up.

SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.)

A survey tool to determine progress in social behaviors and a reduction in adverse behaviors will be collected after a baseline survey at three-month intervals. A tool tracking informational gains will also be administered at three-month intervals.

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Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed.

For process evaluation, descriptions of the educational classes and case management services will be developed using screening tools, participant interview forms, program observation, and document review (e.g., attendance logs). Outcome evaluation analysis will involve: 1) Preliminary analyses of baseline data to examine adverse behaviors and current participant needs, and informational gains; 2) Descriptive statistics of data to characterize the study population in terms of demographics, maladaptive behaviors, psychological functioning, stability and baseline knowledge; and 3) Analysis of changes from baseline screening will be assessed using participant tracking and screening data over time.

Discuss how the agency shares data with the agency's board and other community partners.

Trends and the "stories" found in our data analytics are communicated with staff, stakeholders, and board members during scheduled meetings, speaking engagements and in meetings with entities like the Department of Children's Services, in order to inform and improve processes that need to be developed or are already in place.

SECTION 9: PROGRAM INPUTS

Discuss the factors (inputs) dedicated to this program to conduct its' activities and to achieve its goals and objectives.

EPIC Girl accomplishes its work through longstanding partnerships with the Davidson County Juvenile Court, the Department of Children's Services and Metro Nashville Public Schools. Since the agency's inception, it has conducted Empowerment programming on site at struggling urban schools, at the Juvenile Justice Center, as well as EPIC Girl's home at the Youth Opportunity Center. We are also currently present in detention facilities, group homes and alternative schools where we provide case management and programming. EPIC Girl's trained staff also provides screenings twenty-four hours per day, seven days per week, to females brought to juvenile detention through a collaboration with the courts, and the Tennessee Bureau of Investigation (TBI). These screenings use a risk level classification system to identify girls who may be victims of trafficking, exploitation and escalating delinquency. The focus of this request is the services EPIC Girl currently provides in the Johnson Alternative Learning Center and the W.A. Bass Learning Center. Details are discussed below under Psycho-Social Instruction.

We achieve our goals through a model based on Positive Youth Development that builds resiliency and incorporates mentors trained in Trauma-Informed Care. Our scope of services includes:

Psycho-Social Instruction and Case Management in Alternative Schools – EPIC Girl has embedded staff at both Bass and Johnson Alternative schools to provide psycho-social education groups that are based on Empowerment Programming and the REAL Curriculum one day per week at each school. These groups are facilitated by a case manager who also has the responsibility of linking girls to resources, helping them navigate healthcare, accompanying them

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

to court appearances, DCS family team meetings or any other meeting where they need an advocate. The case manager works to build relational support with the girls when they are at a juncture where intervention is possible before involvement with the juvenile system can escalate.

Screening – EPIC Girl on-call staff is available 24 hours per day, seven days per week to respond to calls from Juvenile intake when girls are brought to detention. This is the initial point of contact for the girls who will be assigned an EPIC Girl Case Manager after they are screened.

Case Management – The immediate priority of the Case Manager is navigating screened girls to the introductory "Identity Class". This class is critical in that it is the link to all of EPIC Girl's programming. A critical role of the Case Manager at this point will be to maintain daily contact with the girl in support of any on-going scholastic or legal issues. Throughout the duration of services, Case Managers will also work with the youth in "care mapping" to identify needs and assets, to create a plan to promote success and deter delinquency. This approach supports the goal of engendering self- sufficiency and reflects one of the components of Strength Based Case Management. Case Managers maintain on-going, often daily contact with the girls to facilitate their efforts, provide advocacy when needed, and be a positive, caring adult in their circle of support.

Identity Class –The purpose of the two- hour introductory Identity Class is to educate girls on the risks associated with Adverse Childhood Experiences and the impact trauma can have on the brain and behaviors. Girls are given a brief overview of what resiliency means and how the impact of trauma can be mitigated. More importantly, girls are given the option of enrolling in the Empowerment Program at the conclusion of the class. Identity Class is the catalyst connecting girls to the long-term services of EPIC Girl.

Empowerment Program & Mentoring – The Empowerment Group is an open group accepting participants throughout the year. It meets 3 days a week with three months required for graduation. Empowerment Group engages girls in a manner that builds on strengths rather than focusing on consequences. Empowerment curriculum reinforces protective factors by providing positive emotional support through the group process, and education that builds resiliency. Girls learn different responses to their own risk factors which ultimately result in better decision making. Upon graduation from the Empowerment Program, girls have the option (with parental approval) of being linked to two adult mentors trained in ACEs and Trauma Informed Care. Mentorship is an ongoing, open-ended activity.

Phased Pre-Release Programming at hardware secure facility, Walnut Youth Academy – EPIC Girl uses a phased approach in the Walnut Youth Academy facility to provide programming to new arrivals and existing residents. The goal of this project is to create a sense of safety, provide relational support and to moderate the general tension and toxic stress that is the norm in any facility, so that girls are receptive to learning new skills, and can sustain the positive behaviors they've been taught.

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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Evidence Based Practices

Positive Youth Development–PYD is an effective conceptual model recognized as a foundation for evidenced-based programs by SAMSHA as well as NREPP. This model also reflects reformation in the Juvenile Justice System by moving from the traditional deficit-based model to one focusing on strengths. This model also provides the foundation for all of EPIC Girl's programs which focus on inherent strengths, give voice to their participants and provide opportunities to build meaningful relationships.

2. Trauma Informed Care – According to SAMSHA, services that are trauma-informed are built on the best evidence available and engage, empower and collaborate with program participants. The guiding principles of Trauma-Informed Care (TIC) provide the foundation for all the work EPIC Girl accomplishes. In addition to other principles, TIC promotes the belief in resiliency or the ability to overcome adversity; the persistent message of all of our activities, groups and education.

3. Strength Based Case Management – One of the most extensively researched case management models, Strength Based Case Management (SBCM), utilizes the strategies of typical case management models but also entails encouraging clients to both identify their strengths and take control of their own care. This is a key element of providing case management to adolescent girls as this developmental period can be characterized by self-doubt and a resulting lack of self-efficacy. SBCM counteracts this. Several randomized controlled trials have been conducted and show that SBCM increases entry into programs and retention.

REAL Essentials Curriculum - REAL Essentials is relationship education curriculum designed to teach youth skills for combating challenges. Lesson content directs students toward positive decision making. The sexual health components of REAL Essentials are also SRA (Sexual Risk Avoidance) approved. All lessons are inclusive, evidence based and medically accurate. Girls will learn how to manage conflict, how to respect others, effective communication for expressing oneself, empowerment through leadership, and how to build resilience. Sexual risk avoidance will also be included in some group content.

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include output measures (program activities) which *are process measures that* quantify the activities of a program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.

The evaluation design will include both process and outcome objectives, including fidelity monitoring and timely reporting on performance measures. The Project Director (PD) and Grant Manager (GM) will oversee all evaluation activities, ensuring an average follow-up rate of 80%.

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Data Collection: EPIC Girl uses the web-based HIPAA compliant system Formstack to collect and store data including survey tools, screening tool responses, case management, participant tracking, and other relevant data. When a participant is assigned a case manager, the Case Manager (CM) enters all case management hours, activities, and notes into Formstack after each interaction. The GM will be responsible for reviewing all data entries to ensure data is complete. All SARA and Case Management data will be reported within 7 days. After 3 months of program participation, the participant tracking questionnaire will be administered by the CM to determine progress in social behaviors and reduction in adverse behaviors. All responses will be recorded into Formstack by the CM within 7 days and reviewed by the GM to ensure data completion. All staff will have HIPAA and human subjects training before administering measures and will fully participate in any additional cross-site evaluation activities as required by the grant.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections:

Deviations or barriers are addressed using targeted training, project modifications, and/or technical assistance, as necessary. Project modifications because of continuous quality improvement (CQI) efforts are communicated with staff, partners, and board members during scheduled meetings. Programmatic changes are also informed by program participants during leadership groups or focus groups held by EPIC Girl.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTNG PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports.

EPIC Girl is well positioned to administer this grant with in-house accounting and reporting. As an agency, EPIC Girl has had a decade of experience managing federal grant monies passed through state agencies such as the Tennessee Commission on Children and Youth and the Department of Human Services as well as previous awards administered by the Davidson County Juvenile Court. Grant reporting will be completed and managed by the Grant Director who has 20 years of experience managing and writing grants for the Tennessee Department of Mental Health and Substance Abuse Services as well as SAMHSA, and CSAT.

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SECTION 13: SUSTAINABILITY PLAN
Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future. EPIC Girl has grown from a start-up agency seeking funding to the agency it is today with a budget of $600,000. With our current budget, we have been able to complete an audit that positions the agency to be the recipient of larger awards than in the past. EPIC Girl has a proven track record of sustainability evident in the diversity of its funding streams and the grant awards received in the past three years. These awards have come from both state and federal agencies as well as local and national foundations. This program will be sustained through these entities as well as individual and corporate donations.

SECTION 14: REQUIRED ATTACHMENTS
1. Budget ☒ 2. Budget narrative ☒ 3. Agency organizational chart ☒ 4. Copy of the agency's 501 (c) (3) document. ☒ or 501 (c) (6) document ☐ 5. Copy of the agency's Articles of Incorporation as a non-profit and registration identification number ☒ 6. Financial Information according to total annual revenue level choses in Section 3 ☒

JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION	
Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT. Ms. Nicole Whitlock, M.P.A, CMFO, CICA (615) 880-2368 NicoleSWhitlock@jisnashville.gov	Metro Juvenile Court Special Projects Manager Mrs. Shelley Hudson, M.A. (615) 862-8079 shelleyhudson@jisnashville.gov

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AMENDED GRANT BUDGET

AGENCY NAME: EPIC Girl

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$25,000.00	$0.00	$25,000.00
	Benefits and Taxes (PERCENT)	$0.00	$0.00	$0.00
	Professional Fees	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel/Conferences and Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$0.00	$0.00	$0.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$25,000.00**	**$0.00**	**$25,000.00**

Total Match Amount	$0.00		
Total Match Percentage	0.0000%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: EPIC Girl
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: *Case Manager /Group Facilitator, 43% of Time*	$25,000.00
Position 2: *Job Title Salary / Benefits, Estimated Percentage of Time*	$0.00
Position 3: *Job Title Salary / Benefits, Estimated Percentage of Time*	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$25,000.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

SUPPLIES:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

COMMUNICATIONS:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

POSTAGE AND SHIPPING:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

OCCUPANCY:	AMOUNT
<Please provide descriptions of occupancy here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

EQUIPMENT RENTAL AND MAINTENANCE:	AMOUNT
<Please provide description of equipment and manintenance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

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PRINTING AND PUBLICATIONS:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
<Please provide description of travel, conferences, meetings here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

INSURANCE:	AMOUNT
<Please provide description of Insurance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
<Please provide description of specific assistance to individuals here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

OTHER NON-PERSONNEL:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$25,000.00**

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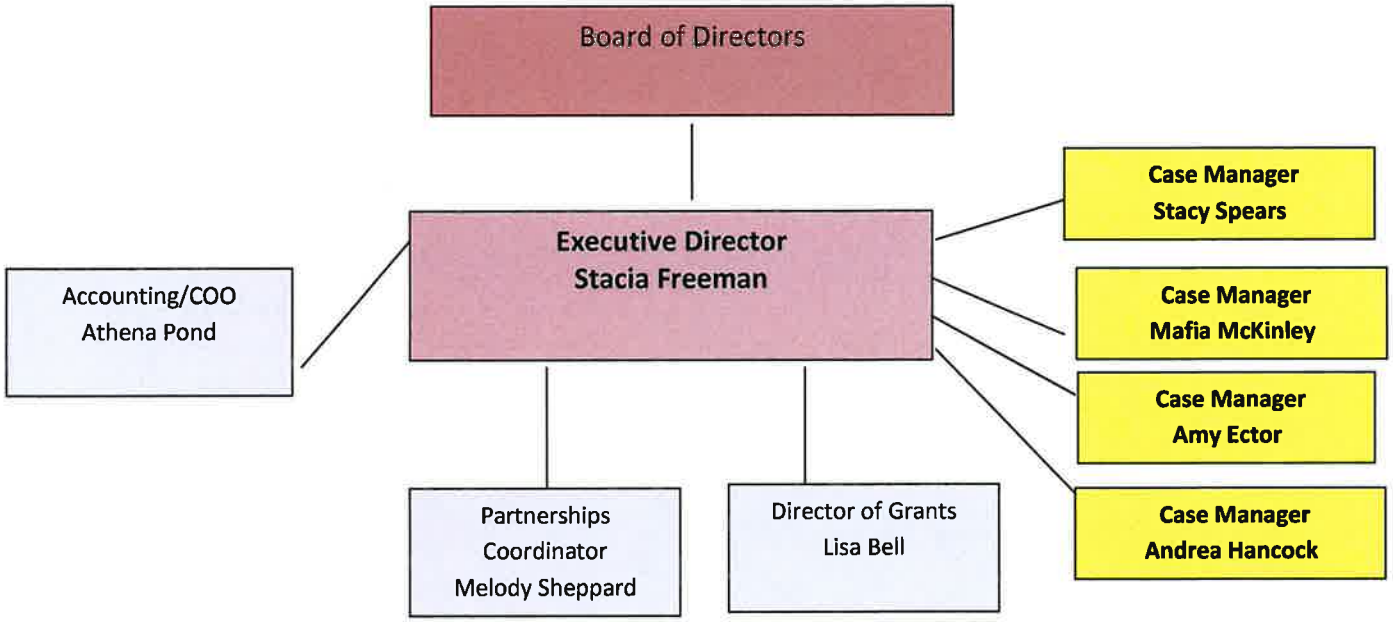
Budget Justification

PERSONNEL **TOTAL: $25,000.00**

Salary for one case manager who will act as group facilitator, program manager at two alternative schools working two days per week at a rate of approximately $25.96/hr x 18.5 hours per week x 52 weeks = $25,000.00

TOTAL PROJECT BUDGET $25,000.00

ORGANIZATIONAL CHART – EPIC GIRL



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

DEPARTMENT OF THE TREASURY

Date: FEB 10 2017

EPIC GIRL INC
111 WESTOVER DRIVE
FRANKLIN, TN 37205

Employer Identification Number:
81-1988397
DLN:
17053258304016
Contact Person:
MR. MARTINEZ ID# 31318
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 27, 2016
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.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

EPIC GIRL INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

April 18, 2025

STACIA FREEMAN
PO BOX 158616
NASHVILLE, TN 37215 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: EPIC GIRL
CO Number: CO26052
Renewal Date: 03/31/2026

Dear STACIA FREEMAN :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tracking Number
2025106458

Application to Renew Registration of a Charitable Organization

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO26052
Filed: 04/17/2025 11:50 AM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: EPIC GIRL

Legal entity type of the Organization: Corporation

FEIN: 81-1988397

Initial Registration Date: 03/28/2016

Renewal Date: 03/31/2025

Has your fiscal year ending month changed since your last renewal?
☐ Yes ☑ No

Fiscal Year Ending Month: September

When and where was the organization legally established

Date: 03/28/2016 **Country:** USA **City/State:** NASHVILLE, TN **County:** Davidson

Has your Principal Office address changed since your last renewal?
☐ Yes ☑ No

Principal Office Address
1704 CHARLOTTE AVE., SUITE 200
USA, NASHVILLE, TN 37203

Has your Mailing address changed since your last renewal?
☐ Yes ☑ No

Mailing Office Address
PO BOX 158616
USA, NASHVILLE, TN 37215

Contact Information for the Charitable Organization

Contact Name: STACIA FREEMAN

Telephone Number: (615) 983-6826

Email: contact@epicgirl.net **Website:** www.epicgirl.net

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?
☐ Yes ☑ No

Has the organization registered in any other state(s)?
☐ Yes ☑ No

Does the charity have other offices, chapters, branches, affiliates or a parent?
☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

The category that best describes your organization

B - Educational Institutions & Related Activities

The charitable purpose of the organization

Epic Girl empowers girls to reach their full potential through educational training tools that help them recognize vulnerabilities that lead to victimization.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

☐ Yes ☑ No

Last Fiscal Year Start: October 2023 **Last Fiscal Year End:** September 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	$ 0.00
Total Revenue	$ 407,194.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

☐ Yes ☑ No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a "professional fund-raiser," "paid solicitor," "fund raising counsel," or "commercial co-venturer")?

☐ Yes ☑ No

Officer Information

Do you need to modify the current officers?

☑ Yes ☐ No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

MEKEILA COOK
1704 CHARLOTTE AVE
NASHVILLE, TN 37203, USA
Title(s): Chairman

MIMI POHLMAN
1704 CHARLOTTE AVE
NASHVILLE, TN 37203, USA
Title(s): Secretary, Treasurer

Stacia Freeman
111 Westover Dr
Nashville, TN 37205, USA
Title(s): Chief Executive Officer, Custodian of Final Distributions, Custodian of Contributions

RUSS ELLIS
1704 CHARLOTTE AVE
NASHVILLE, TN 37203, USA
Title(s): Board Member

ATHENA POND
1704 CHARLOTTE AVE., SUITE 200
USA, NASHVILLE, TN 37203
Title(s): Chief Administrative Officer

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Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Athena Pond **Date:** 03/27/2025

Title: Chief Administrative Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Stacia Freeman **Date:** 04/02/2025

Title: Chief Executive Officer

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 03/06/2025

Invoice: 2025-69015

Customer Information

STACIA FREEMAN
EPIC GIRL
PO BOX 158616
NASHVILLE, TN 37215 , USA

Tracking Number	Description	Amount Paid
2025106458	EPIC GIRL (CH Filing Late Fee)	$ 10.00
2025106458	EPIC GIRL (CH Charitable Renewal)	$ 10.00

Payment Details

Fee Total:	$ 20.00
Payment Total:	$ 0.00
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card
Check/Confirmation Number: 3893325803,3896638946

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

000846033

CHARTER
NONPROFIT CORPORATION (ss-4418)

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

Control # 000846033

FILED
Amount Due: $100.00
Please file before 05/27/2016

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: EPIC Girl INC.

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.

3. This company has the additional designation of:

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
STACIA FREEMAN
111 WESTOVER DR
NASHVILLE, TN 37205-3714
DAVIDSON COUNTY

5. Fiscal Year Close Month: September **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

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 / ☑ not a religious corporation.
This corporation will ☐ have members / ☑ not have members.

9. The complete address of its principal office is:
EPIC GIRL C/O STARS
STE 100
1704 CHARLOTTE AVE
NASHVILLE, TN 37203-2972
DAVIDSON COUNTY

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

RDA 1678

E2016-84713 04/27/2016 2:18 PM Received by Tennessee Secretary of State Tre Hargett

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

CHARTER
NONPROFIT CORPORATION (ss-4418)

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

Control # 000846033

Amount Due: $100.00
Please file before 05/27/2016

The name of the corporation is: EPIC Girl INC.

10. The complete mailing address of the entity (if different from the principal office) is:
PO BOX 158616
NASHVILLE, TN 37215-8616

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Mark T Freeman	2126 21ST AVE. S	NASHVILLE, TN - TENNESSEE
Incorporator	Stacia Freeman	111 WESTOVER DR	NASHVILLE, TN 37205
Incorporator	Jennifer Gash	308 TIMMONS ST	NASHVILLE, TN 37211

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T.C.A. §48-51-303(a)(1).

☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).

☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
Upon the dissolution of Epic Girl, after paying or making provision for, the payment of all liabilities of Epic Girl then outstanding and unpaid, the Board of Directors of Epic Girl shall distribute the assets, in such number as determined solely by the Board of Directors, exclusively for the charitable and education purposes of Epic Girl within the meaning of Section 501(c)(3)and Section 1 70(c)(2) of the Code, or any corresponding provision of any future federal tax laws. Any assets not so d

14. Other Provisions:

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

Apr 27, 2016 12:26PM
Signature Date

Electronic
Incorporator's Signature

Stacia Freeman
Incorporator's Name (printed or typed)

RDA 1678

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CHARTER
OF
EPIC Girl. Inc.

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, as amended from time to time (hereinafter referred to as the "Act"), the undersigned corporation adopts the following Charter:

ARTICLE I.
NAME AND FILING

The name of the corporation is EPIC Girl Inc. (hereinafter referred to as Epic Girl)

ARTICLE II.
PUBLIC BENEFIT CORPORATION; NOT FOR PROFIT

Epic Girl is a public benefit corporation and is not for profit. It is intended that Epic Girl shall have the status of a corporation which is exempt from federal income taxation under Section 501 (a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), as an organization described in Section 501(c)(3) of the Code.

ARTICLE III.
OFFICE, REGISTERED AGENT AND INCORPORATOR

1. Registered Office. The registered office of Epic Girl is located at 111 Westover Dr., Nashville, Tn 37205

2. Original Incorporators: The original incorporators of Epic Girl are Stacia Freeman 111 Westover Dr., Nashville, Tn 37205; Jennifer Gash 308 Timmons St Nashville, Tennessee 37211; and Mark T. Freeman, Esq. 2126 21st Ave S Nashville, Tn 37212.

3. Principal Office. The principal office of Epic Girl is located at the Youth Opportunity Center at 1704 Charlotte Ave. Nashville, Tennessee 37203.

4. Registered Agent. The registered agent for service of process is Mark t. Freeman Esq. 2126 21st Ave S Nashville, Tn 37212.

ARTICLE IV.
SOLE MEMBER

There are no Members of Epic Girl Inc.

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ARTICLE V.
PURPOSE

Epic Girl exists to empower girls to reach their full potential by identifying vulnerabilities that pre-dispose them to victimization; utilizing educational materials, addressing secondary prevention strategies and creating opportunities for healthy and meaningful connections through group counseling, outreach activities and mentoring programs.

1- Educational materials will include but are not limited to information on human trafficking and sexual exploitation, trauma, establishing healthy relationships and boundaries, social media and how to use it safely and effectively, and initiating coping skills to decrease the likelihood of victimization.

2- Secondary prevention strategies will utilize screening tools to help participants identify their risk areas, provide feedback on treatment options/outside resources to mitigate these risks, and develop plans to ensure long-term success

3- Group counseling & outreach will further explore opportunities to build healthy relationships by discussing elements necessary to build such relationships and give participants opportunities to discuss issues related to this ability as well as engage in team building exercises to further develop these skills

4- Mentoring will connect girls with adult mentors utilizing a team mentoring approach to build in accountability and consistency and allow the participants to practice skills they have learned in the group counseling and outreach phase, as well as, establish role models to encourage them on their journey to becoming strong women with the capability to impact their communities and families in positive ways.

Epic Girl is organized to engage in any activity, and to exercise any and all powers, rights and privileges, afforded a nonprofit corporation under the Act. Notwithstanding any other provision of this Charter, Epic Girl shall not carry on any other activities not permitted to be carried on by any of the following: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or any corresponding provision of any future federal tax laws; (b) a corporation contributions to which are deductible under Sections 170(c)(2), 2055(a), and 2522(a) of the Code, or any corresponding provisions of any future federal tax laws; or (c) a nonprofit corporation organized under the laws of the State of Tennessee pursuant to the Act.

ARTICLE VI.
BOARD OF DIRECTORS

The affairs of Epic Girl shall be managed by a Board of Directors, whose members, designated, as directors, shall act as the directors of Epic Girl, and by such officers, as shall be described in the By-laws of Epic Girl. Pursuant to the Bylaws of Epic Girl the number of directors of Epic Girl shall not be less than three (3). The directors shall be elected for such terms as set out in Epic Girl's Bylaws, but may be removed by the Board of Directors as described in the Bylaws. Each director shall hold office until his or her successor is elected. After serving a full term (pursuant to the bylaws). Directors shall be natural persons who have attained the age of twenty-one (21) years, but need not be residents of the State of Tennessee.

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ARTICLE VII.
LIMITED PERSONAL LIABILITY OF DIRECTORS

No person who is or was a director of Epic Girl, nor such person's, heirs, executors, administrators, or legal representatives (collectively referred to as a "director"), shall be personally liable to Epic Girl for monetary damages for breach of fiduciary duty as a director. However, this provision shall not eliminate or limit the liability of a director (a) for any breach of a director's duty of loyalty to Epic Girl, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) under Section 48-58-304 of the Act. No repeal or modification of the provisions of this Article, either directly or by the adoption of provisions inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE VIII.
INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

1. Mandatory Indemnification of Directors and Officers. To the maximum extent permitted by the provision of Sections 48-58-501, et seq., of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandate by law and only to activities of persons subject to indemnification under this paragraph 1 which occur subsequent to the effective date of such amendment), Epic Girl shall indemnify and advance expenses to any person who is or was a director or officer of Epic Girl, or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter to as the "Proceeding"), to which such person was, is, or is threatened to be made, a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actual incurred as a result of the proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the proceeding, all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

(1) The Proceeding was instituted by reason of the fact that such person is or was a director or officer of Epic Girl; and

(2) The director or officer conducted himself or herself in good faith, and he or she reasonably believed (i) in the case of conduct in his or her official capacity with Epic Girl, that his or her conduct was in its best interest, (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of Epic Girl, and (iii) in the case of any criminal proceeding, that

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he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct herein described.

1. Permissive Indemnification of Employees and Agents. Epic Girl may, to the maximum extent permitted by the provisions of Section 48-58-501, et seq., of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 2 which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a proceeding to any person who is or was an employee or agent of Epic Girl, or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in paragraph 1 above, provided that the proceeding was instituted by reason of the fact that such person is or was an employee or agent of Epic Girl and met the standards of conduct set forth in subparagraph 1 (b) above. Epic Girl may also indemnify and advance expenses in a proceeding to any person who is or was an employee or agent of Epic Girl to the extent, consistent with public policy, as may be provided by its By-Laws, by contract, or by general or specific action of the Board of Directors.

2. Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in paragraphs 1 and 2 above are contractual between Epic Girl and the person being indemnified, and his or her heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such persons may be entitled, whether by law, by this Charter, by a resolution of the Board of Directors, by the By-Laws of Epic Girl, by the purchase and maintenance by Epic Girl on behalf of a director, officer, employee, or agent of Epic Girl, or by an agreement with Epic Girl providing for such indemnification, all of this means of indemnification and advancement of expenses are hereby specifically authorized.

3. Non-Limiting Application. The provisions of this Article VIII shall not limit the power of Epic Girl to pay or reimburse expenses incurred by a director, officer, employee, or agent of Epic Girl in connection with such person's appearing as a witness in a proceeding at a time when he or she has not been made a named defendant or respondent to the proceeding.

4. Prohibited Indemnification. Notwithstanding any other provision of this Article VIII, the corporation shall not indemnify or advance expenses to or on behalf of any director, officer, employee, or agent of Epic Girl, or any such person's heirs, executors, administrators, or legal representatives: .

(1) If a judgment or other final adjudication adverse to such person establishes his or her liability for any breach of the duty of loyalty to Epic Girl, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under Section 48-58-304 of the Act;
(2) In connection with a proceeding by or in the right of Epic Girls in which such person was adjudged liable to Epic Girls; or
(3) In connection with any other proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

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6. Repeal of Modification Not Retroactive. No repeal or modification of the provisions of this Article VIII, either directly or by the adoption of a provision inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE IX.
NO PRIVATE INUREMENT

No part of the net earnings of Epic Girls shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons. However, Epic Girl shall be authorized and empowered to pay reasonable compensation for services rendered to it or on its behalf, pay reimbursements for expenses incurred on its behalf, and make payments and distribution in furtherance of the purposes set forth in Article V hereof.

ARTICLEX.
NO LEGISLATIVE OR POLITICAL ACTIVITY

No substantial part of the activities of Epic Girl shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and Epic Girl shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE XI.
DISTRIBUTIONS ON DISSOLUTION

Upon the dissolution of Epic Girl, after paying or making provision for, the payment of all liabilities of Epic Girl then outstanding and unpaid, the Board of Directors of Epic Girl shall distribute the assets, in such number as determined solely by the Board of Directors, exclusively for the charitable and education purposes of Epic Girl within the meaning of Section 501(c)(3)and Section 1 70(c)(2) of the Code, or any corresponding provision of any future federal tax laws. Any assets not so distributed shall be distributed to one or more governmental units then described under Section 170(c)(1) of the Code, or to one or more organizations then described under Section 501(c)(3) of the Code and Section 170(c)(2) of the Code, or any corresponding provisions of any future federal tax laws, as the Board of Directors shall be disposed of by a court having equity jurisdiction in the county in which the principal office of Epic Girl is then located, with the distribution" of assets to be made for such charitable purposes, or to such governmental units then described under Section 1 79(c)(1) of the Code, or to such organization or organizations then described in Section 501 (c)(3) of the Code and Section 170(c)(2) of the Code, or any corresponding provision of any future federal tax laws, as such court shall determine.

Dated this the 19 day of April, 2016.

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Dated this the 19 day of April, 2016.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Stacia Freeman

Stacia D. Freeman

Sworn to and subscribed before me, this the 19 day of April, 2016

Marissa Keen

Notary Public

My Commission Expires: 5/6/19

MARISSA L. KEEN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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Epic Girl, Inc.
Audited Financial Statements
September 30, 2024

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Epic Girl, Inc.

Financial Statements and
Independent Auditor's Report
For Year Ending September 30, 2024

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Epic Girl, Inc.

Opinion

I have audited the accompanying financial statements of Epic Girl, Inc., which comprise the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Epic Girl, Inc. as of September 30, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted the audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of this report. I am required to be independent of Epic Girl, Inc. and to meet the other ethical responsibilities in accordance with the relevant ethical requirements relating to this audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my 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 Epic Girl Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

My 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 generally accepted 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, including omissions, 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 generally accepted auditing standards, I:

- 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 Epic Girl, Inc.'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 my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Epic Girl Inc.'s ability to continue as a going concern for a reasonable period of time.

I am 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 I identified during the audit.

Nashville, Tennessee
January 3, 2025

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Epic Girl, Inc.
Statement of Financial Condition
September 30, 2024

Assets		
Cash and Cash Equivalents	$ 13,514	
		$ 13,514
Total Assets		$ 13,514
Liabilities and Net Assets		
Current Liabilities		
Credit Cards Payable	$4,207	
Payroll Tax Liabilities	-	
Total Current Liabilities		$ 4,207
Net Assets		
Unrestricted	9,307	
Temporarily Restricted	-	
Total Net Assets		9,307
Total Liabilities & Net Assets		$ 13,514

See Accompanying Notes to Financial Statements 3

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Epic Girl, Inc.
Statement of Activities
For Year Ended September 30, 2024

Changes in Unrestricted Net Assets

Revenues	
Contributions - Unrestricted	$ 103,127
Contributions - Restricted	303,445
Other Income	621
Interest Income	-
Total Unrestricted Revenues	407,193
Functional Expenses	
Program services:	258,412
Supporting services:	
Management and general	171,759
Fundraising	1,183
Total Unrestricted Functional Expenses	431,354
Decrease in unrestricted net assets	(24,161)
DECREASE IN NET ASSETS	(24,161)
NET ASSETS, BEGINNING OF THE YEAR	33,468
NET ASSETS, END OF THE YEAR	$ 9,307

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Epic Girl, Inc.
Statement of Functional Expenses
For Year Ended September 30, 2024

	Program Services	Supporting Services: Management and General	Supporting Services: Fund-raising	Total
Accounting and Professional		$ 8,980		$ 8,980
Bank Charges and Interest		399		399
Conferences, Conventions, Meetings	9,920			9,920
Dues and Subscriptions	2,105			2,105
Fundraising			1,183	1,183
Insurance	7,660			7,660
Office Expense	6,168	4,466		10,634
Other		1,946		1,946
Payroll taxes and Fees	13,469	9,750		23,219
Occupancy	5,094	3,690		8,784
Program Expenses	37,809			37,809
Salaries	165,483	121,371		286,854
Telephone	2,201			2,201
Travel	8,503	6,157		14,660
Website Development		15,000		15,000
Total Functional Expenses	$ 258,412	$ 171,759	$ 1,183	$ 431,354

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Epic Girl, Inc.
Statement of Cash Flows
For Year Ended September 30, 2024

Cash flows from operating activities		
Change in net assets	$	(24,161)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Increase (Decrease) in Credit Cards		4,207
Increase (Decrease) in Accounts Payable		(770)
Increase (Decrease) in Payroll Liabilities		(2,239)
Net cash used by operating activities		(22,963)
Cash flows from financing activities		
Prior Period Adjustment		2,959
Cash Flow from Financing Activities		2,959
Net change in cash		(20,004)
Cash at beginning of year		33,518
Cash at end of year	$	13,514

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Epic Girl, Inc.
Notes to Financial Statements
September 30, 2024

Note 1 Summary of Significant Accounting Policies

Nature of Activities
Epic Girl, Inc. (the Organization) is a Tennessee, not-for-profit, corporation organized to provide educational programs for girls identifying their vulnerabilities, gaining education on risks and connecting to resources to mitigate those risks through mentoring, counseling, and community activities. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Basis of Presentation
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP). Financial statement presentation follows the recommendations of accounting financial supporting standards prescribed for not-for-profits. Accordingly, net assets of the organization, and changes therein are classified and reported as follows:

Net Assets without donor restrictions – Net assets that are not subject to or are no longer subject to donor-imposed stipulations.

Net Assets with donor restrictions - Net assets whose use is limited by donor-imposed time and/or purpose restrictions.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions, their use is restricted by explicit donor stipulation or by law. Expirations of donor restrictions on the net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time-period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Use of Estimates
The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Organization considers all unrestricted and highly liquid investments, with an initial maturity of three months or less, to be cash equivalents.

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Note 1 (Continued) Summary of Significant Accounting Policies

Contributions
Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are received subject to certain donor stipulations are reported as increases in net assets without donor restrictions are satisfied in the fiscal year in which contributions are recognized.

All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires because the contributed resources are spent in accordance with the donor's instructions or because of passage of time, net assets with donor restrictions are reclassified to net assets without donor restrictions. In the absence of donor restrictions to the contrary, restrictions on contributions of property or equipment expire when the property or equipment is placed in service.

Contributions of Nonfinancial Assets
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 non-financial 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. No contributed services met the criteria in the current period.

Income Taxes
The Organization is a Tennessee Not-for-Profit corporation which is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, federal income taxes are not provided in the accompanying statements.

The Organization accounts for income taxes in accordance with income tax accounting guidance in Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 740 *Income Taxes*. The guidance prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigations processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. The Organization does not believe there were any uncertain tax positions at September 30, 2024. Additionally, the Organization has not recognized any tax related interest and penalties in the accompanying financial statements. Tax years that remain open for examination include years ending September 30. 2021 through September 30, 2024.

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Note 1 (Continued) **Summary of Significant Accounting Policies**

Allocation of Functional Expenses
Expenses that can be directly attributed to a particular function are charged to that function. Certain costs have been allocated among more than one program or activity based on objectively evaluated financial and non-financial data or reasonable subjective methods determined by management.

Advertising
The Organization follows the policy of charging costs of advertising expense as incurred. There were no advertising expenses for the year ending September 30, 2024.

Note 2 **Liquidity and Availability**
The Organization's primary sources of support are revenues generated through contributions. At September 30, 2024, the Organization had financial assets consisting of cash in the amount of $13,514.

Note 3 **Subsequent Events**
Management has evaluated subsequent events through January 3, 2025, the date on which the financial statements were available for issuance.

Note 4 **Commitments - Leasing Activities**

The Organization's Nashville office is leased on a month-to-month basis with a 30-day termination clause. Accordingly, under FASB ASC 842 no Right of Use Asset or Lease Liability is reflected in these financial statements.

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

DEPARTMENT OF THE TREASURY

Date: FEB 10 2017

EPIC GIRL INC
111 WESTOVER DRIVE
FRANKLIN, TN 37205

Employer Identification Number:
81-1988397
DLN:
17053258304016
Contact Person:
MR. MARTINEZ ID# 31318
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 27, 2016
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.

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EPIC GIRL INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Stacia Freeman
Signature of Authorized Representative
Name: Stacia Freeman
Title: CEO
Agency Name: EPIC Girl
Date: 5/15/25

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative

Stacia Freeman

Name: Stacia Freeman
Title: CEO
Agency Name: EPICGirl
Date: 8/15/25

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Stacia Freeman, acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): EPIC Girl

Signature: Stacia Freeman

Date: 8/15/2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: Oasis Center, Inc. Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Mr. Gray,

Juvenile Court values the services that Oasis Center Inc. provides to reduce youth violence in our community. I am pleased to inform you that the Reaching Excellence as Leaders (REAL) program located at 1704 Charlotte Ave, Suite 200, Nashville, Tennessee, 37203 is hereby awarded **twenty-five thousand ($25,000.00)** dollars to continue program services for the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include STARS amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
OASIS CENTER, INC.

This Grant Contract issued and entered pursuant to **RS2025 - _____** by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **Oasis Center Inc.** hereinafter referred to as the **"Grantee,"** is for the **Reaching Excellence as Leaders (REAL)** program to **evidence-based programming for youth of color to empower them with strengths and skills to perform better in school, develop positive relationships and avoid court involvement** as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS the **Oasis Center Inc.** (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS according to the U.S. Department of Justice, youth of color are more than five times as likely to be detained or committed to youth facilities compared to White youth and,

WHEREAS the Grantee will serve 25 youth who are involved with the justice system or at-risk of justice involvement; and,

WHEREAS the Grantee will provide weekly mentorship, life skills training, academic support; and,

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WHEREAS the Grantee's goals include:

Goal 1: To equip youth (who are involved with the justice system or at-risk of justice involvement) to improve their personal behaviors and make better choices to avoid justice involvement and transition into a healthy adulthood.

Objective 1.1: 25 youth will develop skills and tactics to maintain/improve healthy behaviors and mindsets that help them avoid justice involvement.

Activity 1.1: Utilizing the Teen Outreach Program (TOP) curriculum, REAL staff will engage participants in weekly group sessions that promote the development of helpful coping skills through evidenced-based cognitive behavior strategies.

Goal 2: Empower youth to explore and use their voice to positively impact their lives and their community.

Objective 2.1: 25 youth will gain opportunities to positively impact their community.

Activity 2.1: REAL participants can actively take steps to improve their community by engaging in service-learning activities that directly address issues important to them. .

Objective 2.2: 25 youth will build a positive identity and improve their sense of self.

Activity 2.2: Youth will engage in weekly discussions with positive adults, peers, local professionals, and volunteer mentors, to explore their sense of self, dismantle negative stigmas/stereotypes, and identify personal, educational, and professional interests and goals as well as pathways to achieving those goals.

WHEREAS Measurable outcomes include:

1) 75% (19 of 25) of participants will have no new adjudicated charges as reported by the Juvenile Court at three months post-program exit.

2) 75% (19 of 25) of participants will report feeling more connected to their community.

3) 70% (18 of 25) of participants will report positive feelings about themselves and their futures.

WHEREAS, Juvenile Court and **Oasis Center Inc.** propose to utilize **(Twenty-five thousand) ($25,000.00) dollars,** of the CPF grant to fund the grantee to serve 25 Davidson County youth who are involved with the justice system or at-risk of justice involvement.

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A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability.

In no event shall the maximum liability of Metro under this Grant Contract exceed **twenty-five thousand ($25,000.00) dollars**. The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be

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incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.

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C.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

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C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and

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shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

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D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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

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request, during normal working hours. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant,

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condition, or provision. No term or condition of this Grant Contract shall be held 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.11. **Insurance.**

The **Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars**, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall 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 Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

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D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be defined as an article of nonexpendable, tangible, personal property having a

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useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

The Grantee 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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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

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breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability**.

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

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY

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ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

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Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

Recipient:

Name: LaRhonda Magras
Title: President and CEO
Agency Name : Oasis Center, Inc.
Address : 1704 Charlotte Ave, Suite 200
City : Nashville, State : Tennessee, Zip : 37203
Cell Phone : 615-910-5940
Office Phone : 615-327-4455
Fax : 615-329-1444
Email : LMagras@oasiscenter.org

D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennifer Reed/mjw
62377A2A8742469...
Director of Finance

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB59844A2DE04C4...
Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4F1412B7366224A8...
Department Head

DocuSigned by:
Balogun Cobb
688D4BF12FD741C...
Director of Insurance

RECIPIENT:

By: LaRhonda Magras

Title: President & CEO

Sworn to and subscribed to before me a Notary Public, this 29th day of July, 2025

Notary Public

Erica Combs

My Commission expires 3-8-28

ERICA COMBS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2028

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ATTACHMENT 1

FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process
No Subcontracting Allowed
(Notice: All funding decisions will be made by an independent civilian review board)
Funding is Contingent Upon the Final Passage of the FY 2026 Metro Budget

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	Oasis Center
Name of program to be funded.	Reaching Excellence As Leaders (REAL)

Is the applicant a prior Metro CPF recipient?

☒ Yes ☐ No

1. **Year of funding:** 2022, 2023, 2024
2. **Amount funded:** $60,000

Is the applicant a prior year Metro Direct Appropriation recipient?

☐ Yes ☒ No

1. **Year of funding:** Click or tap here to enter text.
2. **Amount funded:** Click or tap here to enter text.

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	**Name:** LaRhonda S.D. Magras **Title:** President and CEO **Phone number:** 615-983-6859 **Email:** LMagras@oasiscenter.org
Individual completing application.	**Name:** Dana True **Title:** Senior Director of Development **Phone number:** 615-983-6890 **Email:** dtrue@oasiscenter.org
Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Lee Gray **Title:** Senior Director of School-based Programs **Phone number:** 615-983-6856 **Email:** lgray@oasiscenter.org

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Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Jennifer Hendricks **Title:** Finance Controller **Phone number:** 615-983-6857 **Email:** jhendricks@oasiscenter.org

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

1. **Program serves residents of Nashville, Davidson County only.**
   ☒ Yes ☐ No

2. **A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S. C. A.**

   ☒Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes ☒ No
   If yes, (Explain) Click or tap here to enter text.

   ☒ **Required Attachment: Copy of the agency's 501 (c) (3) document with this application.**

OR

B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided by 26 U.S.C.A.

   ☐ Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (6) status? ☐ Yes ☐ No
   If yes, (Explain) Click or tap here to enter text.

   ☐ **Required Attachment: Copy of the agency's 501 (c) (6) document with this application.**

AND

3. **Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.**

   ☒ Yes ☐ No
   If yes, has there been a change in the applicant's non-profit status? ☐ Yes ☒ No

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If yes (Explain) Click or tap here to enter text.

☒ **Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.**

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

☒ **Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.**

AND

5. **Applicant must be in compliance with grant contract award requirements from Metro in any previous year(s).**

☒ Yes ☐ No

If yes, when was the last time the applicant was audited by Metro? October 30, 2024
Was the applicant in compliance?
☒Yes ☐ No
If no, did the applicant correct Metro audit concerns to Metro's satisfaction?
☐ Yes ☐ No

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

1. ☒ **Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars** are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.

"Audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.

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☒ **Attach an annual audit conducted by an independent CPA attached.**

Requested Grant Funding Amount:

- **Minimum Requested Amount**: $25,000
- **Maximum Requested Amount:** $25,000

2. ☐ **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

"Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

☐ **Attach a review of financial statements conducted by an independent CPA.**

Requested Grant Funding Amount:

- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

3. ☐ **Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.

"Compilation of Financial Statements" means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.

☐ **Attach a compilation of financial statements prepared by an independent CPA.**

Requested Grant Funding Amount:

- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

4. ☐ **Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.

"Internally prepared financial statements" means financial statements prepared by the organization's chief financial officer and/or bookkeeper.

☐ **Attach an internally prepared financial statement attached.**

Requested Grant Funding Amount:

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

Provide the agency's vision statement: Oasis Center's vision is to live in a world where all young people are safe, valued, connected to caring adults, and prepared to lead productive and fulfilling lives. We make progress toward this goal as we develop and encourage perspectives based on hope, opportunities, and the courage to act. We cultivate this change through caring relationships, meaningful action, and thoughtful reflection.

Provide the agency mission statement: Oasis Center's mission is building relationships that advance youth well-being, amplify youth voice, and inspire action toward a just community.

Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values. Like the Davidson County Juvenile Court, Oasis Center is deeply committed to a holistic, youth-centered, and equity-driven approach to serving young people and their families. We share the Court's vision of a community where all youth feel safe, supported, and empowered to thrive.

Through more than 20 programs and services, Oasis Center provides a comprehensive support network that addresses the complex and diverse needs of youth—ranging from mental and emotional health to housing, education, workforce readiness, and civic engagement. Like the Court, we use evidence-based practices to not only respond to immediate challenges but also to create long-term, sustainable change in the lives of young people.

Our mission reflects a belief that youth are not just recipients of services, but active partners and changemakers in their own lives and communities. We work alongside young people to address systemic issues such as violence, housing instability, discrimination, and unequal access to education—aligning closely with the Court's emphasis on prevention, accountability, and community collaboration.

Oasis Center's work is rooted in four impact areas that mirror the values and goals of the Juvenile Court: Safety, Belonging, Empowerment, and Generosity/Justice. By centering Positive Youth Development and prioritizing under-resourced communities, we aim to break cycles of poverty and marginalization, and to ensure every young person has the opportunity to grow into their full potential.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

1. **Briefly discuss your agency's need/problem for program funding with a fact-based and data driven statement.**

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Oasis Center's REAL (Reaching Excellence As Leaders) initiative offers evidence-based programming designed to empower youth of color with the skills and support needed to succeed academically, build healthy relationships, and avoid involvement with the juvenile justice system. Recent data on racial disparities in youth detention underscore the urgent need for culturally responsive, preventive programs like REAL. According to national data from the U.S. Department of Justice's Office of Justice Programs, Black youth were 4.7 times more likely than white youth to be detained or committed to juvenile facilities in 2021. In Tennessee, the disparity is even more stark: Black youth were placed in juvenile facilities at a rate of 129 per 100,000, compared to just 24 per 100,000 for white youth—making them 5.4 times more likely to be incarcerated. For most young people, court involvement is not a constructive solution. It often increases the risk of future delinquency and criminal justice involvement, limits educational opportunities, and can cause lasting harm to a youth's self-esteem and identity. Research from the National Resource Center for Juvenile Justice highlights the effectiveness of trauma-informed, culturally responsive, cognitive skill-building, and service-learning strategies—such as those used in REAL—in promoting positive behavior change and reducing recidivism among adolescents. Most participants are referred to REAL by Nashville's Juvenile Court, and evaluation data indicates this program consistently demonstrates a positive impact.

2. **Briefly discuss how funds will continue to help your agency meet program needs.**

The REAL program is supported by funding from the Tennessee Department of Mental Health & Substance Abuse Services, United Way, the Nashville Economic Club, and individual donors. Despite this committed support, the program still faces an annual funding gap of approximately $25,000. A grant from the Community Partnership Fund would allow us to close this critical gap and sustain this vital, one-of-a-kind program for at-risk youth in Nashville. Requested funds will be used primarily to support the salaries and benefits of staff who lead program operations—our most essential expense. Our staff are the heart of the REAL program, building meaningful relationships with youth and delivering transformative programming that drives long-term impact.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: Equip youth (who are involved with the justice system or at-risk of justice involvement) to improve their personal behaviors and make better choices to avoid justice involvement and transition into a healthy adulthood.

Objective 1.1: 25 youth will develop skills and tactics to maintain/improve healthy behaviors and mindsets that help them avoid justice involvement.

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Activity 1.1: Utilizing the Teen Outreach Program (TOP) curriculum, REAL staff will engage participants in weekly group sessions that promote the development of helpful coping skills through evidence-based cognitive behavioral strategies.

Goal 2: Empower youth to explore and use their voice to positively impact their lives and their community.

Objective 2.1: 25 youth will gain opportunities to positively impact their community.
Activity 2.1: REAL participants can actively take steps to improve their community by engaging in service-learning activities that directly address issues important to them.

Objective 2.2: 25 youth will build a positive identity and improve their sense of self.
Activity 2.2: Youth will engage in weekly discussions with positive adults, peers, local professionals, and volunteer mentors, to explore their sense of self, dismantle negative stigmas/stereotypes, and identify personal, educational, and professional interests and goals as well as pathways to achieving those goals.

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals, objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

1. 75% (19 of 25) of participants will have no new adjudicated charges as reported by the Juvenile Court at three months post-program exit.
2. 75% (19 of 25) of participants will report feeling more connected to their community.
3. 70% (18 of 25) of participants will report positive feelings about themselves and their futures.

SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.): The REAL program utilizes pre-/post-program surveys to determine changes in skills and knowledge. We also maintain Case Logs, which capture the services provided (e.g., college application assistance, counseling sessions) and record outcomes like making progress on goals, participating in workforce development workshops, and receiving mentoring support.

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To gain a complete picture of the youth and families we serve in the REAL program, we utilize a comprehensive enrollment form that includes 10 universal data elements (name, DOB, race, address, etc.), additional considerations such as housing status, disability, and any other program specific information.

All data is entered into Oasis's central custom database (Salesforce) to create an Individual Profile, where a youth's record of program activities is recorded along with this basic personal information. Sustaining a robust, organization-wide database enables us to not only track program/participant information, but also extract and analyze program data at regular intervals.

Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed.
REAL program staff meet regularly with the Senior Director of School-Based Programs to review data and evaluate program effectiveness. Key indicators of success include shifts in mindsets, attitudes, and competencies (measured through participant surveys), as well as behavioral changes (tracked through discipline data from MNPS and court-involvement data from Juvenile Court). Surveys are administered at the conclusion of each 9–12-week cohort to capture self-reported growth and outcomes.

To assess progress toward reducing court involvement and recidivism, Juvenile Court provides follow-up data on program graduates. Staff also monitor attendance, participation, and demographic data to ensure equitable and consistent program delivery. If desired outcomes are not being met—for example, if participants continue to experience high rates of disciplinary infractions—staff use a combination of observational insights and feedback from youth, partners, and volunteers to make informed adjustments to the program structure and approach.

Discuss how the agency shares data with the agency's board and other community partners.
REAL shares programmatic data with agency leadership/executive staff on a quarterly basis via the program scorecard. Additionally, Oasis generates an Annual Report at the end of every fiscal year, which captures aggregate program data, program outcomes, and general success stories over the year. This report is published on our website and shared directly (via mail or e-mail) with our Board, funders, partners, and community stakeholders. In addition to the Annual Report, program staff utilize data to compose regular progress reports in accordance with grant requirements and/or partner agreements.

SECTION 9: PROGRAM INPUTS

Discuss the factors (inputs) dedicated to this program to conduct its' activities and to achieve its goals and objectives.

1. **Agency resources:** One full-time and one part-time staff will dedicate 100% of their time to carrying out the REAL program, with the support and supervision of the Senior Director of School-Based Programs. REAL operates within Oasis Center's main location, also known as the Youth Opportunity Center (YOC). We share this space and collaborate with five other youth-serving organizations, including STARS, Boys and Girls Club, and Big Brothers Big Sisters, among others. Among the first of its kind in the Southern U.S., the YOC opened in 2009 to create a "one-stop" location for comprehensive youth services. The YOC was designed to promote a safe, accessible, and inviting environment for the youth and families we serve.

   To implement the TOP curriculum (described in further detail below), REAL will have the support of the TOP nationwide network in program training and implementation. In addition to hired and contracted staff,

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REAL will have the support of dedicated volunteers, pre-screened and trained by Oasis's Volunteer and Corporate Relations Manager.

REAL also streamlines services with other Oasis programs. For example, REAL participants can access one-on-one college counseling through Oasis College Connection, free mental health services for youth and families through our clinical counseling services, and opportunities to create art projects in the Oasis Underground Art Studio. Oasis also provides connections to specific services for teens who are experiencing a housing crisis, identify as LGBTQ+, or are New Americans.

2. **Agency collaborations:** REAL thrives on meaningful partnerships that integrate services, expand opportunities, and promote collective impact. We partner closely with the Juvenile Court, receiving ongoing youth referrals and coordinating with Court officers to ensure that youth are successfully completing diversion requirements. The Court also shares longitudinal recidivism data for program graduates. Other external partners include: STARS (substance abuse treatment); local colleges and universities (connection with college culture, near-peer role models, college tours, service projects, etc.); Metro Parks & Recreation (fitness and healthy lifestyle activities); Econ Club (cultural enrichment activities helping youth and families build stronger relationships and access the arts through culturally relevant performances); and Planned Parenthood (sexual health education, STI testing, etc.).

   In addition, MNPS has been a long-time referral partner and provides student academic data. We also continue to partner with MNPS's Johnson Alternative Learning Center which enables us to provide services directly within their schools for youth who have been identified by school personnel as at-risk for juvenile court involvement. We hope to add BASS Alternative Learning Center to our school partners in the coming months.

3. **Evidence-based programming:** The REAL program curriculum is rooted in the evidence-informed model of Wyman's Teen Outreach Program (TOP), a nationally recognized, evidence-based initiative designed to promote Positive Youth Development (PYD) among adolescents in grades 6-12. TOP fosters healthy development through curriculum-guided, interactive group discussions, supportive relationships with caring adults, and meaningful community service learning experiences. It is designed to meet the developmental needs of middle and high school students and can be delivered in diverse settings, including schools, after-school programs, community-based organizations, and institutional environments.

   REAL integrates the TOP curriculum with additional evidence-based approaches, including PYD and Trauma-Informed Care. All REAL staff (and all Oasis staff) receive training in PYD and Trauma-Informed Care as part of their onboarding and through annual professional development requirements.

   Across all Oasis programs, we work toward four "Impact Areas," founded in PYD principles: 1) Safety, 2) Belonging, 3) Empowerment, and 4) Generosity/Justice. Based on adolescent brain research (e.g, Brendtro, Brokenleg, Van Bockern, 2013), these protective factors align closely with the Substance Abuse and Mental Health Services Administration's (SAMHSA's) six concepts of a trauma-informed approach (Safety, Trustworthiness, Peer Support, Collaboration, Empowerment, and Addressing Cultural, Historical, and

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Gender Issues) and are core to supporting youth's social-emotional well-being, relationship-building, long-term resilience, and healing from trauma.

Using REAL's evidence and strengths-based approach, staff recognize and build upon each youth's resilience and personal assets while promoting the development of new skills. REAL staff apply these principles throughout the program, incorporating therapeutic and calming activities that equip youth with strategies to manage and heal from past trauma. Service-learning is also a core component of REAL, offering youth meaningful, youth-led opportunities to contribute to their communities. This form of active learning not only helps participants build essential life skills, but also fosters a sense of value, agency, and control—key elements in the healing process.

REAL addresses the underlying conditions and behaviors that contribute to youth delinquency and violence through a comprehensive set of strategies, including counseling, family engagement, skill-building workshops, mentorship, and service-learning. As a result, youth strengthen connections to their families and communities, learn tools to manage emotions and behaviors, form positive relationships with trusted adults, and begin building pathways to academic and career success. In doing so, they also develop the habits and support systems necessary to reduce the risk of recidivism and promote long-term well-being.

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

***Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include* output measures (program activities) which *are process measures that* quantify the activities of a program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.**

Discuss the agency's program monitoring process to evaluate program progress and effectiveness: REAL staff work closely with the Senior Director of Action, Advocacy and Education to regularly monitor and evaluate program operations. Using data tracked in Oasis's custom database and through established data-sharing agreements with partners, the team assesses progress toward key outcomes, identifies challenges, and makes data-informed adjustments to service delivery as needed.

The REAL Program Coordinator and Senior Director of Action, Advocacy and Education maintain consistent communication with probation officers, providing regular updates on youth and family participation, as well as progress on program milestones such as service-learning projects. We also maintain strong, collaborative relationships with Juvenile Court staff, including data-sharing efforts that help us continuously assess program effectiveness and refine service strategies.

Quarterly, we compile program data into a comprehensive scorecard that tracks inputs, outputs, outcomes, and objectives. This tool helps guide operational improvements and ensures alignment with desired results. Scorecards are shared with the entire agency—including executive leadership and the Board—to maintain transparency and leverage the insight of stakeholders with deep expertise in Positive Youth Development and community engagement.

In addition to quantitative data and staff observations, we actively seek qualitative feedback from volunteers, partners, and youth participants. The Oasis Volunteer Coordinator and program staff conduct regular check-ins with

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mentors, including formal mid-year and end-of-year reflections. Youth voice is embedded throughout our evaluation process: each week, we invite participants to reflect on aspects of the program we should "keep, start, or stop." After every service-learning project, a similar feedback loop is used. Youth also complete an end-of-program survey to share feedback on program design and offer suggestions for future cohorts.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections:
At every assessment point described above, we put a plan in place to improve service delivery. The Senior Director of Action, Advocacy and Education has primary responsibility for facilitating improvement plans with REAL Program staff as needed. Staff receive ongoing feedback and coaching through regular supervision meetings with the Senior Director. Feedback is formalized through an annual performance review and accompanying work plan that the supervisor reviews with staff at least quarterly.

For more serious personnel issues, Oasis follows standard Corrective Action Procedures that provide a uniform system of progressive discipline, administered in a consistent manner. Each employee receives the opportunity to improve his/her performance or to correct a disciplinary problem. The primary objective of any type of disciplinary action is to offer the employee the opportunity to correct or improve the behavior that does not meet Oasis Center standards.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTNG PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports. Oasis Center's Finance Controller (Jennifer Hendricks) has primary responsibility for managing agency finances, and would be responsible for the oversight of this funding. Ms. Hendricks has over 25 years of experience in accounting. Financial responsibilities are shared between the Finance Controller, Payroll Specialist, and Accounting Assistant to ensure separation of duties and efficient operations. The Controller reports to the CEO, who (along with the Board of Directors) provides ultimate oversight of agency budgets, finances, and operations. Finance staff work with program directors and other executive staff members to ensure compliance with all record-keeping and other grant requirements, including staff time sheets, data collection, and eligible activities and expenditures. Cash accounts are reconciled monthly by the Controller and are reviewed with the CEO and program leadership, which ensures outlays are regularly compared to budget line items and analyzed in relation to program activities and outcomes.

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SECTION 13: SUSTAINABILITY PLAN

Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future.

The REAL Program has been a cornerstone of Oasis Center's youth services since its inception in 2009. Due to its demonstrated effectiveness in reducing recidivism and the growing need for youth violence prevention, Oasis is deeply committed to securing full funding for the program each year. To achieve this, we draw from a diverse mix of funding sources, including the Tennessee Department of Mental Health and Substance Abuse Services (32%), United Way of Greater Nashville (20%), the Tennessee Commission on Children and Youth's Delinquency Prevention Fund (15%), the Economic Club of Nashville (2%), individual donations (3%), and current Community Partnership Funding from Metro (28%).

We continuously seek new opportunities to sustain and expand REAL, close any budget gaps, and enhance programming and services. Metro funding is especially critical to the full implementation of the REAL Program. Should funding levels be reduced or fluctuate in future years, Oasis would work to offset the gap through unrestricted operating funds and targeted fundraising from individuals and foundations. We would also explore deeper collaboration with other Oasis programs to leverage shared resources, funding, and staffing when feasible.

SECTION 14: REQUIRED ATTACHMENTS

1. **Budget** ☒
2. **Budget narrative** ☒
3. **Agency organizational chart** ☒
4. **Copy of the agency's 501 (c) (3) document.** ☒ **or 501 (c) (6) document** ☐
5. **Copy of the agency's Articles of Incorporation as a non-profit and registration identification number** ☒
6. **Financial Information according to total annual revenue level choses in Section 3** ☒

JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION

Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT. **Ms. Nicole Whitlock, M.P.A, CMFO, CICA** (615) 880-2368 NicoleSWhitlock@jisnashville.gov	**Metro Juvenile Court Special Projects Manager** **Mrs. Shelley Hudson, M.A.** (615) 862-8079 shelleyhudson@jisnashville.gov

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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AMENDED GRANT BUDGET

AGENCY NAME: Oasis Center

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$20,333.00	$49,555.00	$69,888.00
	Benefits and Taxes 23.8%	$4,667.00	$11,794.00	$16,461.00
	Professional Fees	$0.00	$2,539.00	$2,539.00
	Supplies	$0.00	$5,818.00	$5,818.00
	Communications	$0.00	$820.00	$820.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$5,775.00	$5,775.00
	Equipment Rental and Maintenance	$0.00	$237.00	$237.00
	Printing and Publications	$0.00	$300.00	$300.00
	Travel/Conferences and Meetings	$0.00	$2,250.00	$2,250.00
	Insurance	$0.00	$870.00	$870.00
	Specific Assistance to Individuals	$0.00	$3,120.00	$3,120.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$25,000.00**	**$83,078.00**	**$108,078.00**

Total Match Amount	$83,078.00		
Total Match Percentage	76.8686%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Oasis Center
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: *Senior Director School Based Programs, 25%*	$24,592.00
Position 2: *REAL Program Coordinator*	$61,757.00
Position 3: *Job Title Salary / Benefits, Estimated Percentage of Time*	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$86,349.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
Information Technology Fees	$1,939.00
Consultants for CPR Certification	$600.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$2,539.00**

SUPPLIES:	AMOUNT
General office	$693.00
Program Supplies (snacks, project supplies, t-shirts, etc)	$5,125.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$5,818.00**

COMMUNICATIONS:	AMOUNT
Telephone/Internet	$820.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$820.00**

POSTAGE AND SHIPPING:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

OCCUPANCY:	AMOUNT
Electricity, Association Fees,Cleaning and Maintenance	$5,775.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$5,775.00**

EQUIPMENT RENTAL AND MAINTENANCE:	AMOUNT
Equipment Lease Contracts	$237.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$237.00**

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PRINTING AND PUBLICATIONS:	AMOUNT
Printing	$300.00
TOTAL	**$300.00**

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
Travel for College Visits	$2,250.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$2,250.00**

INSURANCE:	AMOUNT
Property and Liability Insurance	$870.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$870.00**

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
Youth Recreation	$3,120.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$3,120.00**

OTHER NON-PERSONNEL:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

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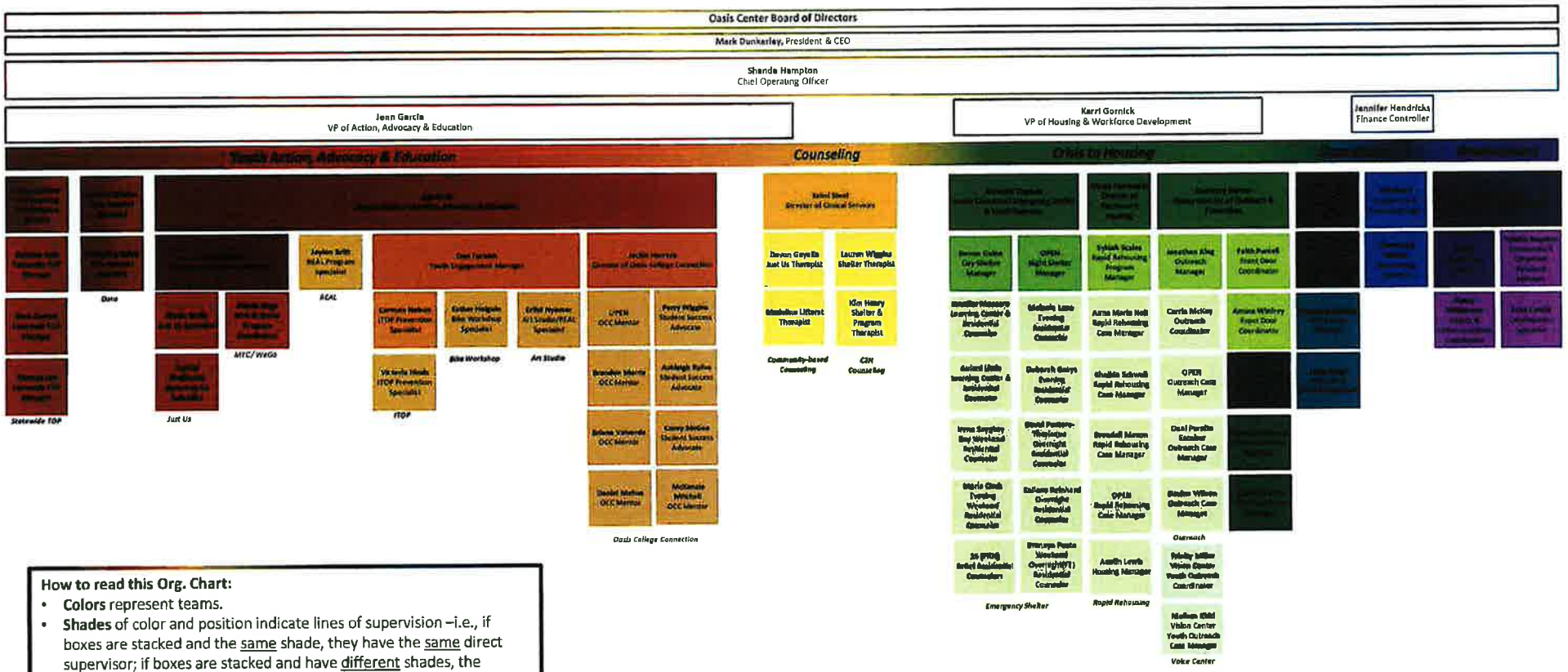
2025-2026 CPR BUDGET NARRATIVE
Oasis Center – REAL

Eighty-eight percent of the REAL Program budget is allocated to staff salaries and benefits. The direct service team includes the REAL Program Coordinator (to be hired, 1.0 FTE). They are supported by the Senior Director of Action, Advocacy and Education, Lee Gray (0.23 FTE). The Program Coordinator is responsible for designing and implementing program activities, coordinating services with community partners, overseeing logistics such as transportation, and ensuring accurate data collection and tracking. The Senior Director provides strategic oversight and ensures the program adheres to best practices and achieves its intended outcomes.

Other direct program expenses (13%) cover pro-rata operating costs, allocated based on staff count and the square footage occupied by personnel and activities. These costs include IT services, communication/telephone expenses, occupancy fees, insurance, and equipment. Supply costs—approximately 5% of the program budget—support program activities such as crafts in the Oasis Art Studio, supplies for service projects, and food for graduation ceremonies. Travel expenses (less than 2%) support youth transportation to and from program activities (e.g., college visits) using agency vehicles. Additionally, 3% of the budget is designated for specific assistance to youth and families who are underserved and/or from low-income communities. This includes funding from the Economic Club of Nashville Charities (ECON), which is dedicated to providing access to enriching cultural experiences throughout Nashville. These funds ensure that participants and their families can engage in artistic events where they can play, learn, and grow together.

Indirect program expenses (15%), which are covered by funding sources outside of CPF, include pro-rata shares of administrative costs such as finance, development, and human resources staff. Our revenue includes support from United Way ($18,793), the Tennessee Department of Mental Health and Substance Abuse Services ($20,470), Volunteer Tennessee ($22,615) and the Economic Club of Nashville ($3,120). The $25,000 in requested CPF grant funding would be allocated toward staff salaries and benefits, as personnel are essential to implementing the core components of the REAL program—building positive relationships, serving as mentors and role models, and guiding youth through trauma-informed approaches that promote healthy behaviors and long-term success. Any remaining funding gap would be addressed through undesignated operating support, including individual donations and general operating grants.



How to read this Org. Chart:

- **Colors** represent teams.
- **Shades** of color and position indicate lines of supervision –i.e., if boxes are stacked and the same shade, they have the same direct supervisor; if boxes are stacked and have different shades, the person in the darker box supervises the person(s) in the lighter box(es) directly below them.
- **Text** directly under columns indicates which program is comprised by staff in the column(s) above.
- **Note**: staff levels (director, manager, etc.) may not be the same color, shade, or position – they are only distinguished by titles in text.

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IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248206070
Nov. 15, 2013 LTR 4168C 0
62-0968273 000000 00
00016156
BODC: TE

OASIS CENTER INC
1704 CHARLOTTE AVE STE 200
NASHVILLE TN 37203-2979

010200

Employer Identification Number: 62-0968273
Person to Contact: Mrs. Turner
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 05, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1976.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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0248206070
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OASIS CENTER INC
1704 CHARLOTTE AVE STE 200
NASHVILLE TN 37203-2979

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee, Department Manager
Accounts Management Operations

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Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

February 12, 2025

JENNIFER HENDRICKS
1704 CHARLOTTE AVE #200
NASHVILLE, TN 37203

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: OASIS CENTER, INC.
CO Number: CO352
Renewal Date: 12/31/2025

Dear JENNIFER HENDRICKS :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

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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

DANA TRUE
200
1704 CHARLOTTE AVE
NASHVILLE, TN 37203

December 27, 2024

Request Type: Certificate of Existence/Authorization
Request #: 0617685

Issuance Date: 12/27/2024
Copies Requested: 1

Document Receipt

Receipt # : 009406304 Filing Fee: $20.00

Payment-Credit Card - State Payment Center - CC #: 3888850564 $20.00

Regarding: OASIS CENTER, INC.
Filing Type: Nonprofit Corporation - Domestic
Formation/Qualification Date: 12/31/1975
Status: Active
Duration Term: Perpetual
Business County: DAVIDSON COUNTY

Control # : 72249
Date Formed: 12/31/1975
Formation Locale: TENNESSEE
Inactive Date:

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

OASIS CENTER, INC.

* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent annual report required with this office;

* has appointed a registered agent and registered office in this State;

* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 071860423

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BOOK 4986 PAGE 724

State of Tennessee

Department of State

JAN-8- MISC B* 5.00 * 5.00

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of E.S., INC.
(Name of Corporation)
was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on December Thirty-First, *1975*.

Secretary of State

IDENTIF. REFERENCE

JAN 8 3 47 PM '76

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

031367

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CHARTER

OF

E. S., INC.

BOOK 4986 PAGE 725

The undersigned natural person having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act adopts the following Charter for such corporation:

1. The name of the corporation is E. S., Inc.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be 1013 17th Avenue South, Nashville, Tennessee, 37212, Davidson County.

4. The corporation is not for profit.

5. The purposes for which this corporation is organized are exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(C)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

6. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Fifth hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not particiapte in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding

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provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

7. Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine which are organized and operated exclusively for such purposes.

8. The Directors of the corporation shall have the right to meet or act by written consent as to any matter upon which they could act at a formal meeting.

9. The Directors of the corporation shall have the power to adopt, alter, and amend the By-Laws.

10. The corporation shall have no members except that by provision of the By-Laws, contributors or other persons connected with the work of the corporation may be allowed to vote as to members of the Board of Directors, or policies to be followed by the corporation to the extent that this is not inconsistent with this Charter and with the tax exemption under the applicable sate and federal laws.

This the 31st day of December, 1975.

HARLAN DODSON III
INCORPORATOR

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

State of Tennessee

Department of State

Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

E. S., INC. NAME CHANGED TO OASIS CENTER, INC.

was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

Therefore, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on April 2nd, 19 86.

Gentry Crowell
Secretary of State
by Ruth Cowsert

SS-4404

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FILED
SECRETARY OF STATE
1986 APR -2 AM 8:49

AMENDMENT OF CHARTER

OF

E.S., INC.

E. S., Inc., a non-profit corporation, incorporated under the laws of the State of Tennessee, does hereby adopt the following amendments to its Charter:

1. The name of the corporaton shall be changed from E. S., Inc. to Oasis Center, Inc.

2. The address of the corporation shall be changed from 1013 17th Avenue South, Nashville, Tennessee, 37212, to 1219 16th Avenue South, Nashville, Tennessee, 37212.

I, the undersigned, as vice-president of E. S., Inc., do hereby certify that the foregoing Amendments to the Charter were properly adopted by the Board of Directors of the corporation as required by the By-Laws on May 28, 1985.

This the 26th day of March, 1986.

Harlan Dodson, III
Vice-President

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

FILED
SECRETARY OF STATE
1986 APR -2 AM 8:49

AMENDMENT OF

DESIGNATION OF REGISTERED AGENT OF

E.S., INC.

E. S., Inc., a non-profit corporation, incorporated under the laws of the State of Tennessee, does hereby adopt the following Amendment to its Designation of Registered Agent:

1. The name and address of its registered agent in the State of Tennessee shall be changed from Harlan Dodson, III, 900 Nashville City Bank Bldg., Nashville, Tennessee, 37219, to Harlan Dodson, III, Suite 400, 306 Gay Street, Nashville, Tennessee, 37219.

I, the undersigned, as vice-president of E.S., Inc., do hereby certify that the foregoing Amendments of Designation of Registered Agent were properly adopted by the Board of Directors of the corporation as required by the By-Laws on May 28, 1985.

Dated this 26th day of March, 1986.

Harlan Dodson, III
Vice-President

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OASIS CENTER, INC.

AUDITED FINANCIAL STATEMENTS
AND
SUPPLEMENTARY INFORMATION

Year Ended June 30, 2024
(With Comparative Totals for 2023)

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OASIS CENTER, INC.

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OASIS CENTER, INC.
ROSTER OF BOARD OF DIRECTORS
June 30, 2024

Jill Heyman	President
Tashina Mason	Treasurer
Adam Winstead	Board Member
Brian McKinley	Board Member
Chris Patterson	Board Member
Frank Drummond	Board Member
Jianne McDonald	Board Member
Jim Whatton	Board Member
John Ozier	Board Member
Jonathan Roberts	Board Member
Kristie Nettles	Board Member
Lynn Blake	Board Member
Marek Kwasniewski	Board Member
Martha Earls	Board Member
Melissa Eli	Board Member
Rexford B. Martin, Jr.	Board Member
Rick Theobald	Board Member
Sandra Crowe	Board Member
Sunny Eaton	Board Member
Jason Jensen	Board Member

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UHY

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Oasis Center, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Oasis Center, Inc. (the "Organization"), a nonprofit organization, which comprise the statements of financial position as of June 30, 2024 and 2023, and 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 financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with 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. 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 Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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 Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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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 generally accepted auditing standards 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 generally accepted auditing standards 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 Organization'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 Organization'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.

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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and state financial assistance, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 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 auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance 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 with the financial statements. The other information comprises the roster of board of directors but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic 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 audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic 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 December 31, 2024, on our consideration of Oasis Center, Inc.'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 Organization'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 the Organization's internal control over financial reporting and compliance.

UHY LLP

Nashville, Tennessee
December 31, 2024

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OASIS CENTER, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2024 (With Comparative Totals for 2023)

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash	**$ 356,935**	$ 872,464
Accounts and grants receivable	**860,560**	628,948
Prepaid expenses	**100,427**	92,642
Total current assets	**1,317,922**	1,594,054
OTHER ASSETS		
Investments	**3,505,581**	2,976,787
Property and equipment, net	**3,878,308**	4,037,918
Total other assets	**7,383,889**	7,014,705
TOTAL ASSETS	**$ 8,701,811**	$ 8,608,759
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	**$ 137,781**	$ 155,066
Accrued expenses	**160,854**	154,236
Total current liabilities	**298,635**	309,302
NET ASSETS		
Without donor restrictions	**7,854,378**	7,820,357
With donor restrictions	**548,798**	479,100
Total net assets	**8,403,176**	8,299,457
TOTAL LIABILITIES AND NET ASSETS	**$ 8,701,811**	$ 8,608,759

See notes to financial statements.

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OASIS CENTER, INC.
STATEMENT OF ACTIVITIES
Year ended June 30, 2024 (With Comparative Totals for 2023)

	Without Donor Restrictions	With Donor Restrictions	Total 2024	Total 2023
Public Support and Revenue:				
Gross special event revenue	$ 286,081	$ -	$ 286,081	$ 310,533
Less direct cost of special events	(126,882)	-	(126,882)	(99,094)
Net special events revenue	159,199	-	159,199	211,439
Public Support and Other Revenue				
Government grants	3,293,221	-	3,293,221	3,573,101
Contributions	1,219,496	896,448	2,115,944	2,105,070
Other grants	474,252	-	474,252	436,964
United Way grant	277,000	-	277,000	327,800
Investment income (loss), net	504,051	-	504,051	276,350
Contributed nonfinancial assets	50,129	-	50,129	-
Program fees	4,184	-	4,184	15,760
Other income	64,893	-	64,893	57,732
Net assets released from restriction	826,750	(826,750)	-	-
Total public support	6,713,976	69,698	6,783,674	6,792,777
Total revenue	6,873,175	69,698	6,942,873	7,004,216
Expenses:				
Program services				
Residential and crisis services	2,796,590	-	2,796,590	3,027,930
Youth action services	547,763	-	547,763	515,199
Statewide TOP	427,860	-	427,860	449,006
Youth engagement services	636,895	-	636,895	646,603
College connection	568,558	-	568,558	529,166
Counseling services	170,787	-	170,787	234,279
Total program services	5,148,453	-	5,148,453	5,402,183
Supporting Services				
Management and general	1,184,679	-	1,184,679	967,753
Fundraising	506,022	-	506,022	458,289
Total supporting services	1,690,701	-	1,690,701	1,426,042
Total expenses	6,839,154	-	6,839,154	6,828,225
Change in net assets	34,021	69,698	103,719	175,991
Net assets - beginning of year	7,820,357	479,100	8,299,457	8,123,466
Net assets - end of year	$ 7,854,378	$ 548,798	$ 8,403,176	$ 8,299,457

See notes to financial statements.

OASIS CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2024 (With Comparative Totals for 2023)

	Program Services						
	Residential and Crisis Services	Youth Action Services	Statewide TOP	Youth Engagement Services	College Connection	Counseling Services	Total Program Services
Salaries	$ 1,448,631	$ 290,649	$ 209,868	$ 383,570	$ 410,000	$ 121,154	$ 2,863,772
Fringe benefits	259,465	70,900	41,749	80,524	87,661	18,145	558,444
Total payroll and related expenses	1,708,096	361,449	251,617	464,094	497,661	139,299	3,422,216
Conferences and meetings	-	7,664	6,891	5,476	1,734	-	21,764
Depreciation	94,431	25,182	12,965	38,139	20,862	15,687	207,266
Equipment	8,696	557	46	19,357	57	32	28,745
Grants and subcontracts	144	-	80,257	-	-	-	80,401
Insurance	15,696	3,890	2,104	12,706	2,874	1,899	39,169
Maintenance	22,439	4,642	2,854	8,249	3,565	2,018	43,767
Miscellaneous	2,356	1,508	2	681	-	-	4,547
Occupancy	26,094	10,087	7,949	12,999	9,928	5,618	72,675
Postage and shipping	66	305	3,026	11	-	-	3,408
Printing and publications	15,067	10,075	12,226	3,737	4,026	316	45,447
Professional fees	56,362	25,910	20,425	18,329	7,227	3,981	132,234
Special assistance	767,388	29,538	2,890	11,624	1,090	50	812,580
Special events	276	87	-	123	-	-	486
Supplies	48,896	42,497	4,048	22,244	7,412	614	125,711
Telephone	15,043	2,926	2,476	3,561	2,477	1,208	27,691
Travel	15,816	21,533	18,084	15,689	9,645	65	80,832
Total expenses by function	2,796,866	647,850	427,860	637,018	568,558	170,787	5,148,939
Less expense included with revenues on the statement of activities:							
Direct cost of special events	(276)	(87)	-	(123)	-	-	(486)
Total expenses included in the expense section on the statement of activities	$ 2,796,590	$ 647,763	$ 427,860	$ 636,895	$ 568,558	$ 170,787	$ 5,148,453

See notes to financial statements.

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OASIS CENTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES (Continued)

Year ended June 30, 2024 (With Comparative Totals for 2023)

	Supporting Services			Total	Total
	Management and General	Fundraising	Total Supporting Services	2024	2023
Salaries	$ 613,116	$ 361,649	$ 974,765	$ 3,838,537	$ 3,675,075
Fringe benefits	175,507	63,941	239,448	797,892	701,496
Total payroll and related expenses	788,623	425,590	1,214,213	4,636,429	4,376,571
Conferences and meetings	2,812	-	2,812	24,576	27,837
Depreciation	15,405	11,108	26,513	233,779	219,468
Equipment	18,597	36	18,633	47,378	39,715
Grants and subcontracts	-	-	-	80,401	98,023
Insurance	17,073	2,361	19,434	58,603	48,919
Maintenance	20,187	2,230	22,417	66,184	65,707
Miscellaneous	11,327	12,141	23,468	28,015	58,013
Occupancy	9,628	22,496	32,124	104,799	94,772
Postage and shipping	1,376	1,532	2,908	6,316	5,205
Printing and publications	64,154	9,043	73,197	118,644	104,479
Professional fees	178,941	10,692	189,633	321,867	255,864
Special assistance	860	334	1,194	813,774	1,157,124
Special events	5,810	120,586	126,396	126,882	99,094
Supplies	24,841	5,275	30,116	155,827	157,575
Telephone	11,446	1,869	13,315	41,006	44,802
Travel	19,409	1,315	20,724	101,556	74,151
Total expenses by function	1,190,489	626,608	1,817,097	6,966,036	6,927,319
Less expense included with revenues on the statement of activities:					
Direct cost of special events	(5,810)	(120,586)	(126,396)	(126,882)	(99,094)
Total expenses included in the expense section on the statement of activities	$ 1,184,679	$ 506,022	$ 1,690,701	$ 6,839,154	$ 6,828,225

See notes to financial statements.

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OASIS CENTER, INC.

STATEMENT OF CASH FLOWS

Year ended June 30, 2024 (With Comparative Totals for 2023)

	2024	2023
Cash Flows From Operating Activities:		
Change in net assets	**$ 103,719**	$ 175,991
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	**233,780**	219,468
Unrealized gain on sale of investments	**(384,230)**	(221,174)
Changes in:		
Accounts and grants receivable	**(231,612)**	(65,452)
Prepaid expenses	**(7,785)**	26,623
Accounts payable	**(17,285)**	(100,801)
Accrued expenses	**6,618**	26,275
Total adjustments	**(400,514)**	(115,061)
Net cash provided by (used in) operating activities	**(296,795)**	60,930
Cash Flows From Investing Activities:		
Purchase of property and equipment	**(74,170)**	(6,181)
Purchase of investments	**(992,933)**	(990,451)
Proceeds from sale of investments	**848,369**	564,968
Proceeds from sale of property and equipment	**-**	-
Net cash used in investing activities	**(218,734)**	(431,664)
Change in cash	**(515,529)**	(370,734)
Cash - beginning of year	**872,464**	1,243,198
Cash - end of year	**$ 356,935**	$ 872,464

See notes to financial statements.

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NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities and Program Description

Oasis Center, Inc. (the "Organization") is a nonprofit organization that provides comprehensive youth services, including an emergency shelter, counseling, independent living, employment training, and other educational opportunities for teens in Middle Tennessee. The Organization is funded by government grants, United Way, private donations, and fees for service.

Program Services

The following program services are included in the accompanying financial statements:

Residential and Crisis Services – Provides immediate response to youth in crisis, who have run away or who are experiencing homelessness. These services include an Emergency Shelter for youth ages 13 to 17 years old, along with street outreach, a drop-in center, case management, and connections to permanent housing for youth experiencing homelessness, ages 18 to 22 years old.

Youth Action Services – Helps youth develop leadership and life skills while working to create change on systemic issues they deem critical to their lives and to other youth in the community. Youth Action Services includes programs like the Mayor's Youth Council, WeGo Public Transit Youth Action Team, Students of Stonewall, and Building Bridges.

Statewide TOP® – A state-wide effort to disseminate the Wyman Center's evidence-based Teen Outreach Program ("TOP®") in foster care, juvenile justice, and educational settings across Tennessee. This initiative focuses on training and supporting staff in these settings to implement *TOP®* as a means to improve life skills, health behaviors, and sense of purpose for particularly at-risk youth populations.

Youth Engagement Services – Engages at-risk youth in building positive identities and strong connections to their communities. Service-learning is central to this work as a tool for developing meaningful relationships, civic responsibility, and a positive sense of self. These services include programs like the International Teen Outreach Program, R.E.A.L., the Bike Workshop, and Just Us.

Transition Initiative – Provides workforce development and job preparedness training for low-income and at-risk youth, ages 14 to 24 years old. Youth are supported in an individualized career development process that connects them to sustainable career pathways, wraparound supportive services, and follow-up support.

College Connection – Helps make college a reality for low-income, New American, and potential first generation college students by offering comprehensive college counseling services. Mobile staff engage students and families in schools, libraries, and community centers to help them build college-going identities, explore college/career options, complete financial aid and admissions paperwork, and find their most appropriate "fit" in order to be successful.

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NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Nature of Activities and Program Description (Continued)

Counseling Services – Family, individual, and group counseling designed to address a wide range of issues affecting teens and their families. This work focuses on helping youth and families find hope and healing, build stronger relationships, discover personal strengths and resources, and find solutions that nurture ongoing positive growth.

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported 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 organization. These net assets may be used at the discretion of the Organization's management and the board of directors. Restrictions fulfilled in the same accounting period in which the contributions are received are reported in the Statement of Activities as unrestricted.

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

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires us to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Prior Year Summarized Financial Information

While comparative information is not required under U.S. GAAP, the certain summarized financial information from 2023 financial statements has been included. Such summarized information is not intended to be a complete presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the financial statements as of and for the year ended June 30, 2023, from which it was derived.

Cash

Cash consists of checking accounts. The Organization's cash deposits in financial institutions at times may be in excess of its insured limits. Management has deemed this as normal business risk.

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NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts and Grants Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. Grants receivable consists of receivables from the United States Department of Housing and Urban Development (HUD). Management provides for probable uncollectible amounts through a charge to earnings and a credit to the valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2024, and 2023, management has determined that an allowance for credit losses is not necessary.

Investments

Investments are reported at fair value based on quoted market prices of major securities exchanges or other valuation models. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the statement of financial position. Gains or losses on sales of investments are determined on a specific cost identification method. Unrealized gains and losses are determined based on year-end fair value fluctuations.

Property and Equipment

Property and equipment are recorded at cost, or, if donated, at the estimated fair market value at the date of donation. If equipment is donated, the donor can stipulate how long the assets must be used, and the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. The Organization's capitalization policy is to capitalize any expenditure over $1,000 for property and equipment. Depreciation is provided utilizing the straight-line method over the estimated useful lives of the respective assets. Expenditures for repairs and maintenance are charged to expense as incurred.

Asset Impairment Assessments

The Organization reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is recognized to the extent that the sum of undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value.

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NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Public Support

All public support – contributions are considered to be available for the general programs of the Organization unless specifically restricted by the donor or grantor. The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or a purpose restriction has been accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. The Organization's grants are primarily grants from the federal government, which are reported in net assets without donor restrictions.

Compensated Absences

Employees of the Organization are granted vacation and sick leave in varying amounts. In the event of termination, an employee is paid for accumulated vacation, but not for accumulated sick leave. Accordingly, vacation pay is accrued and recognized as an expense in the period earned by employees.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expense by function.

The financial statements report certain categories of expense that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied.

The majority of expenses are specifically identified and directly coded to program services or supporting services. Allocated expenses include salaries and fringe benefits, depreciation, insurance, maintenance, occupancy, postage and shipping, printing and publications, professional fees, supplies, and telephone. Allocated amounts are based on time spent, square footage, and percentages based on how resources are used.

Advertising

Advertising is expensed as incurred. Total advertising expense for the years ended June 30, 2024, and 2023, was $17,797 and $16,607, respectively.

Income Tax Status

The Organization is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal tax pursuant to Section 501(a) of the Code. The Organization is, however, liable for income taxes to the extent that it recognizes unrelated business income net of related expenses.

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NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributed Nonfinancial Assets

The Organization receives various contributed nonfinancial assets, including time and effort from members of the Board of Directors and other members of Oasis Center, Inc.

Revenue from contributed nonfinancial assets transactions is recognized as a non-monetary non-exchange transaction.

Several members have made significant contributions of their time in furtherance of the Organization's mission. These services were not reflected in the accompanying statements of activities because they do not meet the necessary criteria for recognition under U.S. GAAP.

Leases

The Organization determines if an arrangement is a lease at inception by determining whether the arrangement conveys the right to control the use of the identified asset for a period of time, whether the Organization has the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the asset. Lease liabilities are recognized at the commencement date based upon the present value of the remaining future minimum lease payments over the lease term using the rate implicit in the lease or the Organization's risk-free rate. The risk-free rate is defined as the daily treasury par yield curve rate for a period of time that approximates the lease term. The Organization's lease terms include options to renew or terminate the lease when it is reasonably certain that it will exercise the option.

The lease right-of-use assets are initially measured at the carrying amount of the lease liability and adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use asset. Certain leases contain escalation clauses, which are factored into the right-of-use asset where appropriate. Lease expense for minimum lease payments are recognized on straight-line basis over the lease term.

Variable lease expenses include payments based upon changes in a rate or index, such as consumer price indexes, as well as usage of the lease asset are expenses as incurred. The Organization lease agreements do not contain any material residual value guarantee or material restrictive covenants.

Fair Value Measurements

The fair value is defined as the exchange price that would be received for the asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Organization determines the fair values of its financial instruments based on the fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value.

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NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

Financial instruments are considered Level 1 when valuation can be based on quoted prices in active markets for identical assets or liabilities. Level 2 financial instruments are valued using quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data of substantially the full term of the assets or liabilities. Financial instruments are considered Level 3 when their values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable and when determination of the fair value requires significant management judgment or estimation.

Recently Adopted Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board issued accounting standards update (ASU) ASU 2016-13 Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments (ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Organization that are subject to the guidance in FASB ASC 326 were trade accounts receivable.

The Organization adopted the standard effective July 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in new and enhanced disclosures only.

Subsequent Events

The Organization has performed a review of events subsequent to the statement of financial position date through December 31, 2024, the date financial statements were available to be issued.

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NOTE 2 — AVAILABILITY AND LIQUIDITY

Financial assets available for general expenditure within one year of the statement of financial position, consisted of the following at:

	June 30, 2024	June 30, 2023
Cash	$ 356,935	$ 1,235,196
Receivables from grantor agencies	490,868	548,263
Other receivables	369,692	80,685
Investments	3,505,581	2,976,787
	$ 4,723,076	$ 4,840,931

The Organization regularly monitors liquidity to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Restricted receivables, subject to specific use limitations, are included in the assessment as they are expected to be utilized within one year of the imposed restrictions.

NOTE 3 — INVESTMENTS

Investments consisted of the following:

	June 30, 2024		June 30, 2023	
	Cost	Fair Value	Cost	Fair Value
Money Market Funds	$ 211,205	$ 211,205	$ 362,732	$ 362,732
Equities	1,251,975	1,773,709	1,139,624	1,416,701
Mutual Funds	1,303,331	1,520,667	1,062,340	1,197,354
	$ 2,766,511	$ 3,505,581	$ 2,564,696	$ 2,976,787

As of June 30, 2024, and 2023, the investment balance was included as financial assets available for general expenditure.

NOTE 4 — FAIR VALUE MEASUREMENTS

The following table summarizes our financial assets measured at fair value on a recurring basis segregated by level of valuation inputs within the fair value hierarchy utilized to measure fair value as of June 30, 2024:

	Level 1	Level 2	Level 3	Total
Money market accounts	$ 211,205	$	$	$ 211,205
Equities	1,773,709			1,773,709
Mutual Funds	1,520,667			1,520,667
Investments	$ 3,505,581	$ -	$ -	$ 3,505,581

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NOTE 4 — FAIR VALUE MEASUREMENTS (Continued)

Fair value hierarchy of investments were as follows as of June 30, 2023:

	Level 1	Level 2	Level 3	Total
Money market accounts	$ 362,732	$	$	$ 362,732
Equities	1,416,701			1,416,701
Mutual Funds	1,197,354			1,197,354
Investments	$ 2,976,787	$ -	$ -	$ 2,976,787

NOTE 5 — PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	June 30, 2024	June 30, 2023
Land	$ 290,000	$ 290,001
Building and Improvements	5,770,323	5,737,983
Furniture and Equipment	797,833	756,001
Vehicles	86,427	86,427
Artwork	18,500	18,500
	6,963,083	6,888,912
Less Accumulated Depreciation	(3,084,775)	(2,850,994)
Total property and equipment, net	$ 3,878,308	$ 4,037,918

The aggregate depreciation charged to operations for the years ended June 30, 2024, and 2023, was $233,780 and $219,468, respectively.

NOTE 6 — ACCRUED EXPENSES

Accrued expenses consisted of the following at:

	June 30, 2024	June 30, 2023
Accrued annual leave expense	$ 146,413	$ 123,568
Other	14,441	30,668
	$ 160,854	$ 154,236

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NOTE 7 — NET ASSETS

Net assets with donor restrictions are available for the following purposes or periods at:

	June 30, 2024	June 30, 2023
Time restricted grants	548,798	426,408
Support security upgrades	-	50,000
Art studio	-	2,692
	$ 548,798	$ 479,100

NOTE 8 — EMPLOYEE BENEFIT PLAN

The Organization has a 401(k) retirement plan for administrative employees who have reached age 21 and have been employed for six months. The plan provides for discretionary employer-matching contributions. Employer-matching contributions totaled $39,069 and $44,820 for the years ended June 30, 2024, and 2023.

NOTE 9 — CONCENTRATIONS OF CREDIT RISKS

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of cash and cash equivalents, and various grant, contract and contributions receivable. Grant, contract and contributions receivable represent concentrations of credit risk to the extent they are receivable from concentrated sources. The Organization receives a substantial amount of its support from government grants and United Way. A significant reduction in the level of this support, if this were to occur, may have an adverse effect on the Organization's programs and activities.

Cash is maintained in bank accounts which, at times, may exceed federally insured limits. As of June 30, 2024, there is $171,654 of cash in excess of FDIC insured balances.

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UHY

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*

To the Board of Directors
of Oasis Center, 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, the financial statements of Oasis Center, Inc.(a nonprofit organization), which comprise the statement of activities as of June 30, 2024, and the related statements of activities, functional expenses and cashflows for the year then ended, and the related notes to the financial statements, which collectively comprise of Oasis Center, Inc.'s basic financial statements, and have issued our report thereon dated December 31, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered of Oasis Center, Inc.'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 opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Oasis Center, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Oasis Center, Inc.'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.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oasis Center, Inc.'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.

UHY LLP

Nashville, Tennessee
December 31, 2024

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UHY

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
of Oasis Center, Inc.

Report on Compliance for Major Federal Program

Opinion on Major Federal Program

We have audited Oasis Center, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Oasis Center, Inc.'s major federal program for the year ended June 30, 2024. Oasis Center, Inc.'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Oasis Center, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2024.

Basis for Opinion on Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Oasis Center, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Oasis Center, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Oasis Center, Inc.'s federal program.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Oasis Center, Inc.'s compliance based on our audit. 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 generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Oasis Center, Inc.'s compliance with the requirements of its major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Oasis Center, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Oasis Center, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Oasis Center, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

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

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Report on Internal Control Over Compliance (Continued)

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

UHY LLP

Nashville, Tennessee
December 31, 2024

OASIS CENTER, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
Year Ended June 30, 2024

Federal Grantor/ Pass-Through Grantor	Assistance Listing Number	Grantor's Number	Expenditures
U.S. Department of Health and Human Services			
Runaway and Homeless Youth Program Basic Shelter	93.623	90-CY7420-01/02	$ 345,833
Runaway and Homeless Youth Program Street Outreach	93.557	90-YO2482-01/02	150,000
Passed through State of Tennessee Department of Mental Health & Substance Abuse Services			
Alcohol and Drug Prevention Block Program	93.959	DGA 74156_2022-2023_012	469,103
Passed through State of Tennessee Department of Children Services			
Affordable Care Act Personal Responsibility Education Program	93.092	Edison #65331	465,405
Passed through STARS Nashville			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	NA	58,167
Total U.S. Department of Health and Human Services			1,488,508
U.S. Department of Housing and Urban Development			
Youth Homelessness Demonstration Program	14.267	[Note 2]	1,675,243
Passed through Metro Development Housing Agency			
Emergency Solutions Grants Program	14.231	N/A	18,671
Passed through Metro Development Housing Agency			
Community Development Block Grants/Entitlement Grants	14.218	N/A	19,625
Total CDBG - Entitlements Grants Cluster			19,625
Total U.S. Department of Housing and Urban Development			1,713,539
U.S. Department of Justice			
Juvenile Justice and Delinquency Prevention	16.540	31601-N-DP22-10/DP23-17	61,357
Total U.S. Department of Justice			61,357
Corporation for National and Community Service			
Passed through Volunteer Tennessee			
AmeriCorps State Commissions Support Grant	94.003	Edison #81017	17,606
Total Corporation for National and Community Service			17,606
U.S. Department of Education			
Passed through Tennessee Alliance for Children and Families			
Title I Grants to Local Educational Agencies	84.010	N/A	12,211
Total U.S. Department of Education			12,211
TOTAL FEDERAL AND STATE AWARDS			$ 3,293,221

See notes to Schedule of Expenditures of Federal Awards.

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OASIS CENTER, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
Year Ended June 30, 2024

NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state financial assistance (the Schedule) includes the federal and state grant awards of Oasis Center, Inc. (the Organization) under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations,* or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Direct expenses are recorded based upon actual expenses incurred that are allowable per the program requirements. Indirect expenses are allocated based upon recorded direct expenses. The Organization expended indirect costs using a multiple-allocation base method and did not elect to use the 10% de minimis cost rate allowed under the Uniform Guidance.

NONCASH ASSISTANCE

No federal awards were expended in the form of noncash assistance.

CONTINGENCIES

These programs are subject to financial and compliance audits by grantor agencies. The amount, if any, of expenditures that may be disallowed by the grantor agencies cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

NOTE 2 — GRANTOR'S NUMBER

The Youth Homelessness Demonstration Program expended federal awards that totaled $1,141,491 and $533,752 for the Rapid Rehousing and Diversion programs, respectively.

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OASIS CENTER, INC.
SCHEDULE OF CURRENT YEAR FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION 1 SUMMARY OF AUDITOR'S RESULTS

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
2. Internal control over financial reporting:	
a) Material weaknesses identified?	No
b) Significant deficiencies identified that are not considered to be material weakness?	None Reported
3. Noncompliance material to financial statements noted?	No

Federal Awards

1. Type of auditors' report issued on compliance for major programs:	Unmodified
2. Internal control over major programs:	
a) Material weaknesses identified?	No
b) Significant deficiencies identified that are not considered to be material weakness?	None Reported
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
4. Identification of major programs:	

CFDA Number	Name of Federal Program or Cluster
14.267	Youth Homelessness Demonstration Project

5. Dollar threshold used to distinguish between Type A and Type B programs	$750,000
6. Auditee qualified as low-risk auditee?	Yes

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OASIS CENTER, INC.
SCHEDULE OF CURRENT YEAR FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

SECTION 2 FINDINGS RELATED TO THE FINANCIAL STATEMENTS REPORTED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

None noted.

SECTION 3 FINDINGS AND QUESTIONED COSTS RELATING TO FEDERAL AWARDS

None noted.

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OASIS CENTER, INC.
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2024

There were no prior year findings.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Lee Gray
Signature of Authorized Representative
Name: Lee Gray
Title: Sr. Dir. Action, Advocacy + Education
Agency Name: Oasis Center, Inc
Date: 8/15/25

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Lee Gray
Signature of Authorized Representative
Name: Lee Gray
Title: Sr. Dir. Action, Advocacy + education
Agency Name: oasis center, fnd
Date: 8/15/25

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Lee Gray, acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): Lee Gray - Lee Gray

Signature: Click or tap here to enter text.

Date: 8/15/2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: Raphah Institute Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Mr. Claybrooks,

Juvenile Court values the services that Raphah Institue provides to reduce youth violence in our community. I am pleased to inform you that the Raphah Institute located at 615 Main Street, Nashville, Tennessee, 37206 is hereby awarded **twenty-five thousand ($25,000.00)** dollars to continue program services for the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include Raphah Institute amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
RAPHAH INSTITUTE

This Grant Contract issued and entered pursuant to **RS2025 - _____** by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **Raphah Institute** hereinafter referred to as the **"Grantee,"** is for the **Accountability and Restoration Conferencing (ARC) diversion** program to **expand and sustain their ARC diversionary program** as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS The Raphah Institute (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS the incarceration of youth is costly to the community; and,

WHEREAS the Grantee will serve 24 youth (Responsible Party) in Davidson County who have caused felony harm and those they have harmed; and,

WHEREAS the Grantee will facilitate the restorative justice process through the ARC Conference diversionary process ; and,

WHEREAS the Grantee's goals include:

Goal 1: Facilitate the Restorative Justice process for 24 youth in Davidson County

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who have caused felony harm and those they have harmed.

Objective 1.1: Support accountability and personal transformation for youth who have caused harm.

Activity 1.1a: Receive referred cases according to a formal Memorandum of Understanding (MOU) with the Juvenile Court, District Attorneys, Public Defender, and the Metro Nashville Police Department. Obtain consent from all parties involved in a case to move forward with the ARC process.

Activity 1.1b: Raphah Accountability Coaches work with the responsible party(ies) to understand, acknowledge, take responsibility for and repair the harm caused. This includes a three-week Restorative Justice Rights of Passage curriculum that includes role-playing, group discussion, writing exercises, and other tools.

Activity 1.1c: Facilitate an ARC Conference where all parties agree on reparations to hold the responsible party accountable in ways meaningful to the person harmed.

Activity 1.1d: Monitor responsible parties' compliance with the agreements and provide connection to community referrals for counseling, legal services, housing support, and other necessities.

Activity 1.le: Celebrate those who complete the ARC process with a graduation ceremony and continue to support them through a 12-month VIP Fellowship program.

Objective 1.2: Support healing and justice for persons harmed.

Activity 1.2a: Receive referred cases according to a formal Memorandum of Understanding {MOU) with the Juvenile Court, District Attorneys, Public Defender, and the Metro Nashville Police Department. Obtain consent from all parties involved in a case to move forward with the ARC process.

Activity 1.2b: Raphah Trauma Coaches work with harmed parties to create a safety plan, process their trauma, and connect them to community resources.

Activity 1.lc: Facilitate an ARC Conference where all parties agree on reparations to hold the responsible party accountable in ways meaningful to the person harmed.

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Activity 1.Id: Provide ongoing supportive services and referrals to harmed parties, including connections to counseling, legal services, housing support, and other necessities.

Goal 2: Reduce recidivism in justice-system involved youth, with at least 97% of youth remaining free of new charges for three years after program completion

Objective 2.1: Support youth in building empathy and facilitating behavior changes.

Activity 2.Ia: Facilitate the ARC process for youth involved in felony harm, including the Restorative Justice curriculum and ARC conference described in Goal 1.

Activity 2.Ib: Provide support and monitoring to youth as they complete ARC agreements to repair the harm caused over an average of 15 months.

Activity 2.Ic: Work with youth, their families, friends, and community members to uncover underlying challenges that may influence youth behavior and connect parties to community supports to facilitate change.

Activity 2.Id: Monitor court and police records to track how many youth become involved with the justice system again over a three-year period.

Objective 2.2: Work toward systems change to reduce youth violence and justice system involvement. **Activity 2.2a:** Maintain and pursue new local, regional, national and international partnerships to improve youth conditions and outcomes in Nashville communities.

Activity 2.2b: Conduct formal and informal community needs assessments with communities of justice- involved youth. Update existing programming and create new programming to respond to community needs.

Activity 2.2c: Advocate for local, city, state and federal policy changes to support youth outcomes.

WHEREAS Measurable outcomes include:

1) Support 24+ responsible parties and 24+ persons harmed through the ARC process from July 1, 2025 - June 30, 2026.

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2) 90% of responsible parties who complete the ARC process will articulate their ability to account for the harm they caused.
3) 90% of responsible parties who complete the ARC process will express a sense of personal transformation.
4) 90% of people harmed who complete the ARC process will be satisfied with the outcome(s) of their case.
5) 90% of people harmed will express a sense of achieving healing and/or justice for themselves.
6) 90% of people harmed will have their needs met.
7) 100% of responsible parties who complete the ARC process are not convicted of a new charge within three years of completion.*

*The Agency recognizes that 100% may not always be attainable, however, we are committed to working toward that target. When we fall short of that, we take the opportunity to examine why those who recidivate do so.

WHEREAS, Juvenile Court and **Raphah Institute** propose to utilize **twenty-five thousand ($ 25,000.00) dollars,** of the CPF grant to serve 24 + Davidson County youth (Responsible party) and 24 + persons harmed.

A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

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B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.**

The term of this Grant shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.**

In no event shall the maximum liability of Metro under this Grant Contract exceed **twenty-five thousand ($25,000.00) dollars.** The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

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Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

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Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

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The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

D.3. Termination for Cause.

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. Subcontracting.

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special

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Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

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Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

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The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held 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.11. **Insurance.**

The Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney

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fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

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D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be 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 Grantee 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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

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D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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.23. **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts,

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sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability**.

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

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

D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

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D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

Recipient:

Name : Travis Claybrooks
Title : CEO
Agency Name : Raphah Institute
Address : 615 Main street
City : Nashville, State : Tennessee, Zip 37206
Phone : 615 610-1709
Email : info@raphah.org

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D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: RAPHAH INSTITUTE

By: _____

Title: CEO

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennifer Reed/mjw
62377A2A8742469...
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 1 day of August, 2025

Notary Public _____

Com exp. 5/20/2026

RONALD D BASS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Commission expires_____

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C0404243F...
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

_____
Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB5B044A2DE04C4...
Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4F442B7B0B2E4A8...
Department Head

DocuSigned by:
Balogun Cobb
68804BF12FDD47C...
Director of Insurance

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ATTACHMENT 1

FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process
No Subcontracting Allowed
(Notice: All funding decisions will be made by an independent civilian review board)
Funding is Contingent Upon the Final Passage of the FY 2026 Metro Budget

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	Raphah Institute
Name of program to be funded.	Accountability and Restoration Conferencing (ARC)

Is the applicant a prior Metro CPF recipient?

☐ Yes XNo

1. **Year of funding:** Click or tap here to enter text.
2. **Amount funded:** Click or tap here to enter text.

Is the applicant a prior year Metro Direct Appropriation recipient?

X Yes ☐ No

1. **Year of funding:** 2022
2. **Amount funded:** $1,832,000

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	**Name:** Travis Claybrooks **Title:** Founder/CEO **Phone number:** (615) 601-1709 **Email:** info@raphah.org
Individual completing application.	**Name:** Travis Claybrooks **Title:** Founder/CEO **Phone number:** (615) 601-1709 **Email:** info@raphah.org
Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Kenneth Muhammad **Title:** ARC Program Manager **Phone number:** 901.426.4036 **Email:** Kenneth@raphah.org

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Dayna Brown **Title:** Bookkeeper **Phone number:** 615.578.9999 **Email:** djb@citizensbizandtax.com

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

1. **Program serves residents of Nashville, Davidson County only.**

   Yes ☐ No

2. **A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S. C. A.**

   Yes ☐ No

If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes X No

If yes, (Explain) N/A

Required Attachment: Copy of the agency's 501 (c) (3) document with this application.

OR

B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided by 26 U.S.C.A.

☐ Yes ☐ No

If yes, has there been a change in the applicant's 501(c) (6) status? ☐ Yes ☐ No

If yes, (Explain) N/A

☐ **Required Attachment: Copy of the agency's 501 (c) (6) document with this application.**

AND

3. **Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.**

   Yes ☐ No

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If yes, has there been a change in the applicant's non-profit status? ☐ Yes X No
If yes (Explain) N/A

☐ **Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.**

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.

AND

5. **Applicant must be in compliance with grant contract award requirements from Metro in any previous year(s).**

Yes No

If yes, when was the last time the applicant was audited by Metro? Never audited
Was the applicant in compliance?
☐ Yes ☐ No
If no, did the applicant correct Metro audit concerns to Metro's satisfaction?
☐ Yes ☐ No

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

1. X **Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars** are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.

"Audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.

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Attach an annual audit conducted by an independent CPA attached.

Requested Grant Funding Amount:

- **Minimum Requested Amount:** $20,000
- **Maximum Requested Amount:** $50,000

2. ☐ **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

"Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

☐ **Attach a review of financial statements conducted by an independent CPA.**

Requested Grant Funding Amount:

- **Minimum Requested Amount:**Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

3. ☐ **Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.

"Compilation of Financial Statements" means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.

☐ **Attach a compilation of financial statements prepared by an independent CPA.**

Requested Grant Funding Amount:

- **Minimum Requested Amount:**Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

4. ☐ **Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.

"Internally prepared financial statements" means financial statements prepared by the organization's chief financial officer and/or bookkeeper.

☐ **Attach an internally prepared financial statement attached.**

Requested Grant Funding Amount:

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- **Minimum Requested Amount:**Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

1. **Provide the agency's vision statement:** Raphah Institute is a 501c3 nonprofit organization with the vision to to mend communities impacted by violence and systemic challenges by promoting restoration, repair, and healing. Our work supports a major shift across multiple systems in how our society responds to trauma, how we relate to persons who have caused harm and those impacted by their actions, and how we support communities to allow for personal and collective transformation.

2. **Provide the agency mission statement:** The mission of Raphah Institute is to partner with marginalized communities to design and implement solutions that restore access to the vital resources they need to heal and thrive.

3. **Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values.** Raphah Institute strongly aligns with the Davidson County Juvenile Court's mission, vision, and values. We believe that when people have the resources they need to heal and thrive, they will. Our Accountability and Restoration Conferencing (ARC) program works with youth who have caused harm and the people impacted by that harm through a trauma-informed, holistic lens that restores justice outside the traditional system of prosecution and incarceration. We help youth take accountability for their actions and provide meaningful repair to the people they have harmed. We help harmed parties to heal and connect to resources they need to move forward. Raphah recognizes, respects, and nurtures the intrinsic value of every youth in the program, regardless of their behaviors or circumstances. We see youth violence as a community wound that must be understood in the context of social systems. For this reason, much of our work with individuals includes larger conversations and support for family and community members: on average, we serve 8 additional people per responsible party or person harmed. We connect youth, harmed parties, and family members to **social support**, **economic opportunities**, **education**, **housing**, and **healthcare**, empowering individuals to lead long and healthy lives. We work to create conditions that allow youth to become the best versions of themselves, rather than entrenching them in a carceral system that creates more trauma. We also work toward systemic changes that improve the lives of children and families across Nashville. For example, our work with justice-involved youth revealed the need for stronger early childhood education and parental support in our communities. We launched the Early Embrace initiative in 2022 to train parents and caregivers in public housing communities to launch early childhood education businesses from home, improving long-term youth development outcomes in Nashville. Our work supports the Juvenile Court's mission to prevent problems, promote the positive potential in all people, and pursue fairness and hope.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

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1. **Briefly discuss your agency's need/problem for program funding with a fact-based and data driven statement.** Nashville communities face severe challenges impacting youth development and contributing to mass incarceration. Nearly 15% of residents live in poverty, including 30,000 children (U.S. Census). Generational poverty, housing instability, inadequate schools, and limited resources lead to high crime and incarceration rates, especially in ZIP codes 37208 and 37207, where Raphah focuses its work. ZIP code 37208 has the nation's highest incarceration rate and a 67% child poverty rate ('Work and Opportunity Before and After Incarceration,' Brookings Institution, 2018).

   Local leaders identified youth crime in Nashville as a "public health crisis" exacerbated by deep-seated societal problems of poverty, educational disparities, and justice involvement, especially within the 37206, 37207, and 37208 neighborhoods ('Broken,' NewsChannel 5 Investigates, 2019). An abundance of research shows that living in poverty presents youth with a higher number of risk factors that can increase their likelihood of causing harm, including living in disadvantaged neighborhoods with higher crime rates, fewer positive role models, and limited resources and opportunities. Youth may lack access to quality education, adequate housing, healthcare, and enrichment activities. Research shows that youth who experience persistent poverty are more likely to be involved in "delinquent" behavior ('Growing up Poor,' OJP, June 2002). Children exposed to adverse childhood experiences (ACEs) such as domestic and gun violence suffer long-term physical, mental, and emotional harm, leading to behavioral issues and increased likelihood of justice system involvement (CDC). The criminal legal system exacerbates this trauma, with youth and young adults incarcerated in conditions that foster further harm and recidivism while victims endure a lengthy, retraumatizing process.

   Mass incarceration is extremely costly, and does not make our communities safer. Incarcerated individuals lose an average of $500,000 in lifetime earnings, money that could benefit our economy. The U.S. spends $80 billion annually on incarceration, with total costs, including social impacts, exceeding $1 trillion ('The Economic Burden of Incarceration in the U.S.' National Institute of Corrections, 2016). Incarcerating youth robs individual lives and communities of vast potential while doing little to address the social factors that contribute to youth violence.

   Raphah's Accountability and Restoration Conferencing (ARC) offers an alternative approach that promotes healing and justice. ARC is a pre-charge diversion program that works with individuals who have caused felony harm and the people impacted by their actions. Rather than following the costly and ineffective process of prosecution, trial, and incarceration, Raphah helps those impacted by the harm reclaim a sense of power and articulate their needs, and helps those who have caused harm identify ways to make things right. It costs approximately $40,000 to facilitate each case through the Restorative Justice process over an average of 15 months. This represents significant savings in financial and human costs compared to traditional prosecution.

2. **Briefly discuss how funds will continue to help your agency meet program needs.** A $20,000 investment from the Juvenile Court will help Raphah sustain and expand our ARC programming over the next year. ARC supports individuals ages 12 and over who are involved in felony cases in juvenile or adult criminal courts and the individuals who have been harmed by their actions. The program facilitates evidence-based Restorative Justice dialogues between all parties involved to address harm and agree on meaningful reparations. ARC receives cases through a Memorandum of Understanding with the courts, the district attorney, the public defender, and the police department. Once all parties agree, a Raphah Accountability Coach works with the person who caused the harm to acknowledge the damage inflicted and take full responsibility for repairing the harm to the best of their ability. Youth participate in an intensive 3-week (15-

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day) Rights of Passage program where they complete the Rights of Passage Curriculum (3 days a week) and engage in stability planning two days a week to identify social, economic, educational, housing, and healthcare support needs. Rights of Passage is rooted in Restorative Justice principles and trauma-informed practices and includes role-playing, group discussion, writing exercises and other tools to help participants recognize personhood, acknowledge harm, take responsibility for repair, and commit to personal transformation. At the same time, a Trauma Coach works with the person harmed to create a safety plan, process their trauma, and connect them to community resources. After 1-3 months of this process, all parties meet for an ARC Conference where they agree on reparations to hold the responsible party accountable in ways meaningful to the person harmed. Staff then closely monitor responsible parties' compliance with the agreements— which may include extensive community service, vocational and educational programming, leadership development, and restitution—and connect the harmed parties with appropriate supports. These agreements replace the lengthy prosecution and incarceration process, and felonies are removed from the responsible parties' records when they complete the program. Funds will support operational costs to continue this meaningful work at great savings to the city.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: Facilitate the Restorative Justice process for 24 youth in Davidson County who have caused felony harm and those they have harmed.

Objective 1.1: Support accountability and personal transformation for youth who have caused harm.

Activity 1.1a: Receive referred cases according to a formal Memorandum of Understanding (MOU) with the Juvenile Court, District Attorneys, Public Defender, and the Metro Nashville Police Department. Obtain consent from all parties involved in a case to move forward with the ARC process.

Activity 1.1b: Raphah Accountability Coaches work with the responsible party(ies) to understand, acknowledge, take responsibility for and repair the harm caused. This includes a three-week Restorative Justice Rights of Passage curriculum that includes role-playing, group discussion, writing exercises, and other tools.

Activity 1.1c: Facilitate an ARC Conference where all parties agree on reparations to hold the responsible party accountable in ways meaningful to the person harmed.

Activity 1.1d: Monitor responsible parties' compliance with the agreements and provide connection to community referrals for counseling, legal services, housing support, and other necessities.

Activity 1.1e: Celebrate those who complete the ARC process with a graduation ceremony and continue to support them through a 12-month VIP Fellowship program.

Objective 1.2: Support healing and justice for persons harmed.

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Activity 1.2a: Receive referred cases according to a formal Memorandum of Understanding (MOU) with the Juvenile Court, District Attorneys, Public Defender, and the Metro Nashville Police Department. Obtain consent from all parties involved in a case to move forward with the ARC process.
Activity 1.2b: Raphah Trauma Coaches work with harmed parties to create a safety plan, process their trauma, and connect them to community resources.
Activity 1.1c: Facilitate an ARC Conference where all parties agree on reparations to hold the responsible party accountable in ways meaningful to the person harmed.
Activity 1.1d: Provide ongoing supportive services and referrals to harmed parties, including connections to counseling, legal services, housing support, and other necessities.

Goal 2: Reduce recidivism in justice-system involved youth, with at least 97% of youth remaining free of new charges for three years after program completion

Objective 2.1: Support youth in building empathy and facilitating behavior changes.
Activity 2.1a: Facilitate the ARC process for youth involved in felony harm, including the Restorative Justice curriculum and ARC conference described in Goal 1.
Activity 2.1b: Provide support and monitoring to youth as they complete ARC agreements to repair the harm caused over an average of 15 months.
Activity 2.1c: Work with youth, their families, friends, and community members to uncover underlying challenges that may influence youth behavior, and connect parties to community supports to facilitate change.
Activity 2.1d: Monitor court and police records to track how many youth become involved with the justice system again over a three-year period.

Objective 2.2: Work toward systems change to reduce youth violence and justice system involvement.
Activity 2.2a: Maintain and pursue new local, regional, national and international partnerships to improve youth conditions and outcomes in Nashville communities.
Activity 2.2b: Conduct formal and informal community needs assessments with communities of justice-involved youth. Update existing programming and create new programming to respond to community needs.
Activity 2.2c: Advocate for local, city, state and federal policy changes to support youth outcomes.

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals, objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

1. Support 24+ responsible parties and 24+ persons harmed through the ARC process from July 1, 2025 - June 30, 2026.

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2. 90% of responsible parties who complete the ARC process will articulate their ability to account for the harm they caused.
3. 90% of responsible parties who complete the ARC process will express a sense of personal transformation.
4. 90% of people harmed who complete the ARC process will be satisfied with the outcome(s) of their case.
5. 90% of people harmed will express a sense of achieving healing and/or justice for themselves.
6. 90% of people harmed will have their needs met.
7. 100% of responsible parties who complete the ARC process are not convicted of a new charge within three years of completion.*

*We recognize that 100% may not always be attainable, however, we are committed to working toward that target. When we fall short of that, we take the opportunity to examine why those who recidivate do so.

SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.):
Raphah collects client-level data from intake forms (demographics), case management notes (length and types of services received), and program data (completion of services) that allows monthly, quarterly, and annual review, analysis, and reporting to show progress measures toward goals and objectives and identify any needed program adjustments. Our Customer Relationship Management (CRM) system, hosted on the Salesforce platform, facilitates efficient data collection, management, and reporting. Evaluation tools include client self-reports, pre- and post-assessments, surveys, exit interviews, and follow-up communications (in-person, telephone, etc.). We report individual-level data in aggregate to protect identities and uphold confidentiality policies and requirements.

Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed.
Raphah measures the success of the ARC initiative by tracking both individual and program-wide outcomes. We measure individual success when individuals complete the ARC process and report success based on pre/post-service assessment surveys. Typically, it takes 9-15 months to complete the ARC program. For responsible parties, this means they complete the Restorative Justice curriculum and their ARC conference, graduate from the program, work toward their restorative agreements, and report a sense of personal transformation. We expect a 90% success rate for responsible parties. For persons harmed, this means they complete their work with the Trauma coach; successfully connect to the resources they need in Raphah's five areas of focus - social support, economic opportunities, education, housing, and healthcare; and report that they are satisfied with the outcomes of their case on post-service assessments. We expect that 90% of persons harmed will be satisfied with ARC outcomes, 90% will have their needs met, and 90% will express a sense of achieving healing and/or justice for themselves. Raphah also works with family members of each party, averaging around 8 people served per responsible party or person harmed.

Discuss how the agency shares data with the agency's board and other community partners. Raphah regularly shares data with our board and ARC partners. Our custom-built CRM system enables us to generate insightful visual reports that we share with our board at quarterly meetings and with MOU partners on a monthly basis. In coordination with the court's data team, we share and analyze data to provide a holistic view of the ARC program's effectiveness as a diversionary measure. This collaborative approach ensures that our understanding of program impact is based on a comprehensive dataset that includes judicial outcomes.

SECTION 9: PROGRAM INPUTS

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Discuss the factors (inputs) dedicated to this program to conduct its activities and to achieve its goals and objectives.

1. **Agency resources:** Agency resources include Raphah's dedicated staff, who receive comprehensive training for this individualized, systems-focused work. All ARC staff participate in 80 hours of initial training and ongoing professional development that includes the value of circles (a dialogue process used by Indigenous peoples for centuries); implicit bias; harm, trauma, and justice; Adverse Childhood Experiences; defining a restorative ethos and restorative practices; and community building. We equip our coaches to create an engaging and reflective learning environment through interactive elements like role-plays, group discussions, and creative activities, helping participants repair harm, heal, and move forward. Resources also include our custom-built Salesforce database, offices, meeting spaces, and administrative support and supplies.

2. **Agency collaborations:** Raphah collaborates with the Juvenile Court, the District Attorney, the Public Defender, and the police department through a formal MOU to facilitate the ARC process. In addition, Raphah has established a network of over 45 community partners including nonprofits, healthcare providers, businesses, and government agencies to provide clients with wrap-around supports. These partners make up a robust referral network that helps clients access the resources they need across social services, financial, education, housing, and healthcare domains. Raphah was recently recognized by the Center for Nonprofit Management 2024 Community Impact Award for its outstanding work building collaborations with public, private, and nonprofit partners to seed systemic change in our city.

3. **Evidence-based programming:** Our approach is guided by research on Adverse Childhood Experiences (ACEs), extensive community input, and established models such as Common Justice, All Our Kin, and Home Grown. ARC is grounded in Restorative Justice (RJ) and Restorative Community Conferencing (RCC) models. RJ and RCC are both cited in the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Model Guide as promising, with studies showing a statistically significant impact on completing restitution, victim satisfaction, and rearrest rates. The success of RJ practices is historically acclaimed and robustly supported by contemporary research. Indigenous groups have leveraged these methods for responding to harm and mending community ties for centuries, demonstrating their timeless value. Today, esteemed institutions like the Centers for Disease Control (CDC), the United States Department of Justice, Vera Institute of Justice, Annie E. Casey Foundation, and Equal Justice USA, alongside dedicated Restorative Justice practitioners such as Common Justice, and the National Association of Community and Restorative Justice have established Restorative Justice as a durable response to violence and harm.

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

***Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include* output measures (program activities) which *are process measures that* quantify the activities of a program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.**

Discuss the agency's program monitoring process to evaluate program progress and effectiveness: Raphah measures the success of the ARC program against output and outcome measurement goals. For 2025-2026, these include:

Outputs:

–24+ people harmed enroll in ARC

–24+ responsible parties enroll in ARC

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Outcomes:
–100% of cases accepted would have otherwise been prosecuted or potentially involved sentencing to juvenile detention, jail, or prison.
–90% of cases referred to ARC are accepted
–90%+ of referred responsible parties enroll in ARC
–90%+ of enrolled responsible parties complete the process
–90%+ of people harmed are satisfied with ARC outcomes
–90%+ persons' harmed needs are met
–90% of people harmed express a sense of achieving healing and/or justice for themselves
–90% of responsible parties who complete the ARC process express a sense of personal transformation
–100% of responsible parties who complete the ARC process are not convicted of a new charge within three years of completion.*
–100% of responsible parties can articulate their ability to account for the harm they caused.
*We recognize that 100% may not always be attainable, however, we are committed to working toward that target. When we fall short of that, we take the opportunity to examine why those who recidivate do so.

Raphah measures these outputs and outcomes based on client data and success based on pre/post service assessment surveys. In addition to individual achievement, Raphah measures success for the ARC program by tracking whether youth are convicted of a new charge within three years of completion of the program. Our goal is that 100% of youth will not be convicted of a new charge within three years.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections: Raphah continuously evaluates program outcomes to identify potential conflicts or roadblocks and implement program improvements. We assess program progress through quarterly reporting, and our staff, leadership, and board take necessary steps to respond to challenges or emerging needs. Part of our mission is being accountable to our constituents for the goals we set within a community. As our programs grow, we must increase our capacity to evaluate our impact and refine our approach. To support this capacity, in 2025-2026 we plan to launch an Impact Research Team to leverage data to make smarter decisions utilizing custom-built data collection tools; help us target improvements and efficiencies in program models, financials, fund development, and operations; enhance transparency for stakeholders and funders; and identify levers for change to improve impact in our service areas and within systems impacting those we serve. The 3-person team will include a Data Program Manager who will develop and manage a comprehensive data strategy that integrates program, financial, fundraising, and marketing data; a Business Analyst to analyze data from programs, financials, donor trends, and marketing campaigns; and an IT Administrator to oversee the IT infrastructure supporting data analytics, including database management and software systems.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTING PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

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Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports.

Raphah Institute utilizes a suite of integrated financial tools to manage its accounting and financial operations, including QuickBooks Online (QBO), Bill.com, TriNet HR, Divvy, and Instrumentl. Daily transactions are conducted primarily via Divvy credit cards, with receipts attached and logged directly within the Divvy platform. A professional bookkeeping firm, Citizens Biz and Tax, manages financial data reporting, while the Director of Operations oversees data entry and compliance with internal procedures. The CEO reviews monthly financial reports, which are then vetted by the Board Finance Chair and approved by the full board during quarterly meetings, ensuring rigorous oversight.

The organization maintains strong internal controls, including segregation of duties: the CEO approves transactions, the Director of Operations executes them, and the bookkeeper handles reporting. Monthly reconciliations and routine budget-to-actual analyses further support financial accuracy and transparency. Raphah undergoes an annual independent audit conducted by Blankenship CPA, and all financial records are stored digitally and retained indefinitely.

To ensure compliance and accountability, Raphah maintains written financial policies covering procurement, conflict of interest, and financial role separation. Restricted and unrestricted funds are tracked separately, and funder-specific financial reports are regularly generated. These practices collectively support reliable financial management and verifiable reporting aligned with nonprofit best practices.

SECTION 13: SUSTAINABILITY PLAN

Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future. Raphah maintains a robust fundraising portfolio of government, foundation, and individual funders. Since 2018, the organization has managed over $3,357,000 in federal grant funding via Metro Nashville and the State of Tennessee through the American Rescue Plan Act (ARPA) and the Victims of Crime Act (VOCA). Raphah bases grant management on performance and compliance pillars at a structural level, including well-designed and implemented programs, adaptive executive and board leadership, external monitoring, and continuous improvement, resulting in a long period of solid financial health and sustainability. We continue to seek additional funders and partners to grow our programs in alignment with community needs.

SECTION 14: REQUIRED ATTACHMENTS

1. **Budget**
2. **Budget narrative**
3. **Agency organizational chart**
4. **Copy of the agency's 501 (c) (3) document.**
5. **Copy of the agency's Articles of Incorporation as a non-profit and registration identification number**
6. **Financial Information according to total annual revenue level choses in Section 3**

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JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION	
Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT. **Ms. Nicole Whitlock, M.P.A, CMFO, CICA** (615) 880-2368 NicoleSWhitlock@jisnashville.gov	**Metro Juvenile Court Special Projects Manager** **Mrs. Shelley Hudson, M.A.** (615) 862-8079 shelleyhudson@jisnashville.gov

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AMENDED GRANT BUDGET

AGENCY NAME: Raphah Institute

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: **BEGIN: 07/01/2025** **END: 06/30/2026**

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$15,195.00	$0.00	$15,195.00
	Benefits and Taxes (22%)	$4,286.00	$0.00	$4,286.00
	Professional Fees	$0.00	$0.00	$0.00
	Supplies	$0.00	$0.00	$0.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$2,578.00	$0.00	$2,578.00
	Database	$2,941.00	$0.00	$2,941.00
	Printing and Publications	$0.00	$0.00	$0.00
	Professional Development Travel/Conferences and Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$0.00	$0.00	$0.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$25,000.00**	**$0.00**	**$25,000.00**

Total Match Amount	$0.00		
Total Match Percentage	0.0000%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Raphah Institute
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
CEO: 106,367@5% of time + 22% taxes, benefits, and payroll fees	$6,488.00
Director of Operations: 78,000@5% of time + 22% taxes, benefits, and payroll fees	$4,758.00
Director of Communications: 70,000@5% of time + 22% taxes, benefits, and payroll fees	$4,270.00
Director of Partnership Engagement: 65,000@5% of time + 22% taxes, benefits, and payroll fees	$3,965.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$19,481.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

SUPPLIES:	AMOUNT
Supplies	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

COMMUNICATIONS:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

POSTAGE AND SHIPPING:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

OCCUPANCY:	AMOUNT
Rent	$2,578.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$2,578.00**

Database	AMOUNT
Database	$2,941.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$2,941.00**

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

PRINTING AND PUBLICATIONS:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
<Please provide description of travel, conferences, meetings here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

INSURANCE:	AMOUNT
<Please provide description of Insurance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
<Please provide description of specific assistance to individuals here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

OTHER NON-PERSONNEL:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

RAPHAH INSTITUTE

Budget Narrative

Agency Name: Raphah Institute
Project Title: Davidson County Juvenile Court Community Partner Fund
Grant Period: July 1, 2025-June 30, 2026
Total Grant Award: $25,000

---

1. Salaries and Wages: $15,195

This category supports partial salaries for four essential staff members who are directly involved in delivering and managing the program:

- **Chief Executive Officer (5% FTE):** Provides strategic leadership, oversees program fidelity, and ensures alignment with organizational mission and impact.
- **Director of Operations (5% FTE):** Manages day-to-day logistics, operational oversight, and internal accountability systems.
- **Director of Communications (5% FTE):** Oversees outreach, storytelling, and stakeholder engagement to support visibility and trust.
- **Director of Partnership Engagement (5% FTE):** Facilitates and sustains partnerships with community organizations that provide critical housing, healthcare, education, economic, and social support resources for ARC participants.

These time allocations ensure effective execution of grant objectives through collaborative and interdisciplinary leadership.

---

2. Benefits and Taxes (22%): $4,286

This covers fringe benefits and payroll taxes for the four positions above, calculated using Raphah Institute's standard 22% benefit rate. It includes employer contributions for health insurance, FICA, unemployment insurance, and retirement plans.

---

3. Occupancy: $2,578

Funds will support the proportionate cost of maintaining Raphah's trauma-informed office space, including rent, utilities, and facilities maintenance. This space is used for ARC case meetings, coaching, and coordination with partners.

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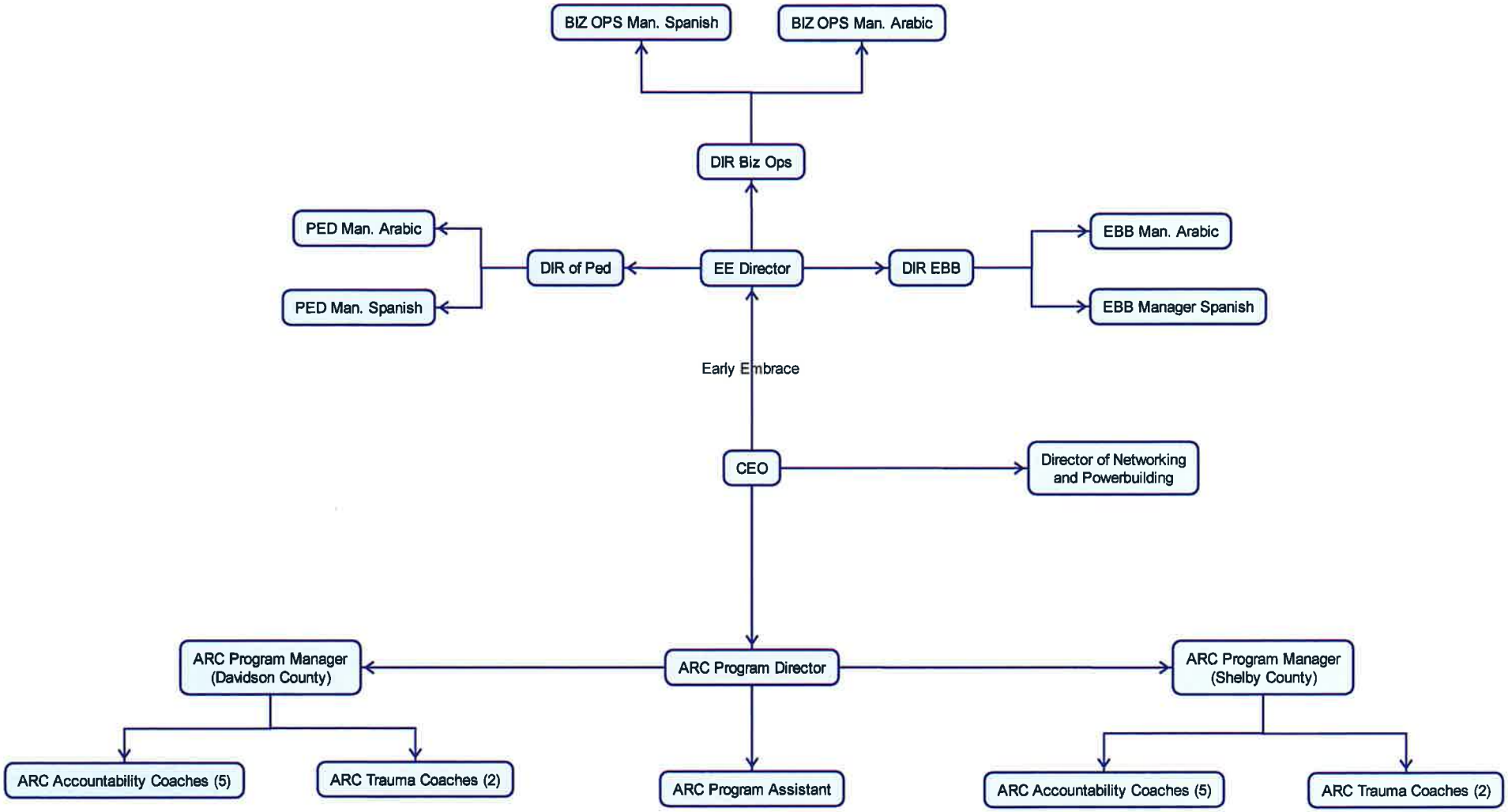
4. Database: $2,941

This line item covers the cost of a secure case management database used to document ARC participant progress, track partner referrals, manage follow-up, and evaluate program outcomes. It is critical to performance monitoring and compliance.



Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

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

DEPARTMENT OF THE TREASURY

Date: APR 20 2017

RAPHAH INSTITUTE
3280 WOODPOINT DRIVE
NASHVILLE, TN 37207-0000

Employer Identification Number:
82-1181441
DLN:
26053507003107
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 1, 2017
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.

Letter 947

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

March 09, 2025

Mr. TRAVIS CLAYBROOKS
615 MAIN STREET
NASHVILLE, TN 37206 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: RAPHAH INSTITUTE
CO Number: CO30608
Renewal Date: 12/31/2025

Dear Mr. TRAVIS CLAYBROOKS :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tracking Number
2025105604

Application to Renew Registration of a Charitable Organization

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO30608
Filed: 03/07/2025 09:41 AM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: RAPHAH INSTITUTE

Legal entity type of the Organization: Corporation

Business Services Control Number: 000898209 **FEIN:** 82-1181441

Initial Registration Date: 12/26/2017 **Renewal Date:** 12/31/2024

Has your fiscal year ending month changed since your last renewal?
☐ Yes ☑ No

Fiscal Year Ending Month: June

When and where was the organization legally established

Date: 04/10/2017 **Country:** USA **City/State:** NASHVILLE, TN **County:** Davidson

Has your Principal Office address changed since your last renewal?
☐ Yes ☑ No

Principal Office Address
615 MAIN STREET
USA, NASHVILLE, TN 37206

Has your Mailing address changed since your last renewal?
☐ Yes ☑ No

Mailing Office Address
615 MAIN STREET
USA, NASHVILLE, TN 37206

Contact Information for the Charitable Organization

Contact Name: Mr. TRAVIS CLAYBROOKS

Telephone Number: (615) 601-1709

Email: operations@raphah.org **Website:** www.raphah.org

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?
☐ Yes ☑ No

Has the organization registered in any other state(s)?
☐ Yes ☑ No

Does the charity have other offices, chapters, branches, affiliates or a parent?
☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

The category that best describes your organization

W - Public Affairs, Society Benefit

The charitable purpose of the organization

Raphah Institute helps communities heal by designing new pathways for people to access the vital resources they need to thrive. We partner with communities most impacted by systemic barriers that lead to generational poverty, violence, and early death to design and implement new systems for people to access what they need to heal and thrive. Specifically our goal is to increase access to high-quality versions of the following resources: healthcare, education, social support systems, economic power, housing and neighborhoods.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

☐ Yes ☑ No

Last Fiscal Year Start: July 2023 **Last Fiscal Year End:** June 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	$ 801,861.00
Total Revenue	$ 1,018,929.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

☐ Yes ☑ No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a "professional fund-raiser," "paid solicitor," "fund raising counsel," or "commercial co-venturer")?

☐ Yes ☑ No

Officer Information

Do you need to modify the current officers?

☑ Yes ☐ No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

TRAVIS CLAYBROOKS
615 MAIN STREET
NASHVILLE, TN 37206, USA
Title(s): Chief Executive Officer, Custodian of Contributions, Custodian of Final Distributions, President

DAYNISE JOSEPH
615 MAIN STREET
NASHVILLE, TN 37206, USA
Title(s): Secretary

GOR NARANG
615 MAIN STREET
USA, NASHVILLE, TN 37206
Title(s): Treasurer

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: TRAVIS CLAYBROOKS **Date:** 03/04/2025

Title: Chief Executive Officer

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Daynise Joseph **Date:** 03/07/2025

Title: Secretary

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 02/27/2025 **Invoice:** 2025-43579

Customer Information

Mr. TRAVIS CLAYBROOKS
RAPHAH INSTITUTE
615 MAIN STREET
NASHVILLE, TN 37206 , USA

Tracking Number	Description	Amount Paid
2025105604	RAPHAH INSTITUTE (CH Filing Late Fee)	$ 30.00
2025105604	RAPHAH INSTITUTE (CH Charitable Renewal)	$ 10.00

Payment Details

Fee Total:	$ 40.00
Payment Total:	$ 0.00
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card
Check/Confirmation Number: 3892846912,3893381091

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tre Hargett
Secretary of State

Karen Johnson Davidson County
Batch# 916717 CHARTER
09/14/2022 11:46:30 AM 7 pgs
Fees: $8.00 Taxes: $0.00
20220914-0102520

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

Raphah Institute
BAILEY WIBERG
615 MAIN ST
NASHVILLE, TN 37206-3603

September 14, 2022

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 898209 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 007499562 Filing Fee: $20.00
Payment-Check/MO - CFS-2, NASHVILLE, TN $20.00

Amendment Type: Amended and Restated Formation Documents Image # : B1184-9166
Filed Date: 09/13/2022 3:28 PM

This will acknowledge the filing of the attached amended and restated formation document with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

Tre Hargett
Secretary of State

Processed By: Cassandra Bowman

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

E1184-9166 03/13/2022 3:28 PM Received by Tennessee Secretary of State Tre Hargett

FILED

AMENDED AND RESTATED CHARTER OF RAPHAH INSTITUTE

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following as its amended and restated charter, effective as of the filing hereof by the Tennessee Secretary of State:

Article I

The name of the corporation is Raphah Institute.

Article II

The street address of the principal office of the corporation is 615 Main Street, Nashville, Davidson County, Tennessee 37206. The business email address is Bailey@raphah.org.

Article III

The street address of the registered office of the corporation in the State of Tennessee is 615 Main Street, Nashville, Davidson County, Tennessee 37206. The name of the registered agent of the corporation at its registered office is Travis Claybrooks.

Article IV

The corporation's fiscal year shall close on the last day of June.

Article V

The corporation shall have a perpetual existence.

Article VII

The corporation is a public benefit corporation.

Article VI

The corporation is a nonprofit corporation.

Article VIII

The corporation does not have members.

Article IX

In the event of dissolution, the assets of the corporation shall be distributed only in the manner then permitted by the Tennessee Nonprofit Corporation Act.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

B1184-9167 09/13/2022 3:28 PM Received by Tennessee Secretary of State Tre Hargett

Article X

The corporation shall have no power or authority to issue shares of capital stock.

Article XI

(a) The business and affairs of the corporation shall be managed by or under the direction of a board of directors, which shall have all of the powers conferred and, subject to Articles XII-XIV hereof, the duties imposed by the Tennessee Nonprofit Corporation Act, except to the extent expressly delegated in writing by such board of directors to others in a manner consistent with the provisions of the Tennessee Nonprofit Corporation Act. The number of directors and their terms shall be as specified in the Bylaws of the corporation.

(b) Directors shall be elected by the board of directors in the manner provided in the Bylaws of the corporation.

(c) The board of directors shall meet, or take action without a meeting, in the manner provided in the Bylaws of the corporation.

Article XII

In furtherance and not in limitation of the powers conferred by the Tennessee Nonprofit Corporation Act, the board of directors of the corporation is expressly authorized to make, alter and repeal the Bylaws of the corporation.

Article XIII

The directors and officers of the corporation shall not be liable to the corporation for monetary damages for breach of fiduciary duty, except to the extent such exemption from liability or limitation thereof is not permitted under the Tennessee Nonprofit Corporation Act as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of any director or officer of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

Article XIV

(a) The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, each director, officer and any other person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person. The corporation shall be required to indemnify a

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person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the board of directors of the corporation.

(b) The corporation may, in its discretion, pay the expenses (including attorneys' fees) incurred in defending any proceeding in advance of its final disposition; provided, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that such director or officer is not entitled to be indemnified under this Article or otherwise.

(c) If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been provided to the corporation in the manner required by the Bylaws, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

(d) The rights conferred on any person by this Article shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Charter, the Bylaws, agreement or otherwise.

(e) The corporation's obligation, if any, to indemnify any person who was or is serving at its request of any director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

(f) Any repeal or modification of the foregoing provisions of this Article shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Article XV

The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Charter, and other provisions authorized by the laws of the State of Tennessee at the time in force may be added or inserted, in the manner now or hereafter prescribed by law: and all rights, preferences and privileges of whatsoever nature conferred upon any person by and pursuant to this Charter in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

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IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Charter as of the 14 day of June, 2022.

RAPHAH INSTITUTE

By: _____

Name: Travis Claybrooks

Title: President and Chief Executive Officer

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

B1184-9170 09/13/2022 3:28 PM Received by Tennessee Secretary of State Tre Hargett

CERTIFICATE OF

AMENDED AND RESTATED CHARTER

OF

RAPHAH INSTITUTE

Pursuant to the provisions of Sections 48-60-102(b) and 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby amends and restates its Charter, to supersede the Charter and any and all prior amendments thereto, and certifies as follows:

I. The undersigned corporation does not have members and no approval is required by any persons other than the board of directors of the undersigned corporation for each amendment as set forth in the Amended and Restated Charter attached to this Certificate.

II. The text of the Amended and Restated Charter attached to this Certificate was duly adopted and approved by the board of directors of the undersigned corporation at a meeting held June 14, 2022, such meeting being duly called and attended by a quorum.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amended and Restated Charter as of the 14 day of June, 2022.

RAPHAH INSTITUTE

By: _____

Name: Travis Claybrooks.

Title: President and Chief Executive Officer

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tennessee Certification of Electronic Document

I, Jerry Lowe, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 06/14/22 (date of document).

Affiant Signature

09/14/2022
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 14 day of September, 2022.

Aubrey D. Burns
Notary's Signature

MY COMMISSION EXPIRES: 09/06/2022

NOTARY'S SEAL

AUBREY D. BURNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-06-2022

202209140102520

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

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

Raphah Institute
BAILEY WIBERG
615 MAIN ST
NASHVILLE, TN 37206-3603

September 14, 2022

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 898209 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 007499562	Filing Fee:	$20.00
Payment-Check/MO - CFS-2, NASHVILLE, TN		$20.00

Amendment Type: Amended and Restated Formation Documents Image # : B1184-9166
Filed Date: 09/13/2022 3:28 PM

This will acknowledge the filing of the attached amended and restated formation document with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

Tre Hargett
Secretary of State

Processed By: Cassandra Bowman

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

FILED

B1184-9165 03/13/2022 3:28 PM Received by Tennessee Secretary of State Tre Hargett

AMENDED AND RESTATED CHARTER OF RAPHAH INSTITUTE

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following as its amended and restated charter, effective as of the filing hereof by the Tennessee Secretary of State:

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The street address of the registered office of the corporation in the State of Tennessee is 615 Main Street, Nashville, Davidson County, Tennessee 37206. The name of the registered agent of the corporation at its registered office is Travis Claybrooks.

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Article V

The corporation shall have a perpetual existence.

Article VII

The corporation is a public benefit corporation.

Article VI

The corporation is a nonprofit corporation.

Article VIII

The corporation does not have members.

Article IX

In the event of dissolution, the assets of the corporation shall be distributed only in the manner then permitted by the Tennessee Nonprofit Corporation Act.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

B1184-9167 09/13/2022 3:28 PM Received by Tennessee Secretary of State Tre Hargett

Article X

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Article XI

(a) The business and affairs of the corporation shall be managed by or under the direction of a board of directors, which shall have all of the powers conferred and, subject to Articles XII-XIV hereof, the duties imposed by the Tennessee Nonprofit Corporation Act, except to the extent expressly delegated in writing by such board of directors to others in a manner consistent with the provisions of the Tennessee Nonprofit Corporation Act. The number of directors and their terms shall be as specified in the Bylaws of the corporation.

(b) Directors shall be elected by the board of directors in the manner provided in the Bylaws of the corporation.

(c) The board of directors shall meet, or take action without a meeting, in the manner provided in the Bylaws of the corporation.

Article XII

In furtherance and not in limitation of the powers conferred by the Tennessee Nonprofit Corporation Act, the board of directors of the corporation is expressly authorized to make, alter and repeal the Bylaws of the corporation.

Article XIII

The directors and officers of the corporation shall not be liable to the corporation for monetary damages for breach of fiduciary duty, except to the extent such exemption from liability or limitation thereof is not permitted under the Tennessee Nonprofit Corporation Act as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of any director or officer of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

Article XIV

(a) The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, each director, officer and any other person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person. The corporation shall be required to indemnify a

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person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the board of directors of the corporation.

(b) The corporation may, in its discretion, pay the expenses (including attorneys' fees) incurred in defending any proceeding in advance of its final disposition; provided, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that such director or officer is not entitled to be indemnified under this Article or otherwise.

(c) If a claim for indemnification or payment of expenses under this Article is not paid in full within sixty days after a written claim therefor has been provided to the corporation in the manner required by the Bylaws, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

(d) The rights conferred on any person by this Article shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Charter, the Bylaws, agreement or otherwise.

(e) The corporation's obligation, if any, to indemnify any person who was or is serving at its request of any director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

(f) Any repeal or modification of the foregoing provisions of this Article shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Article XV

The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Charter, and other provisions authorized by the laws of the State of Tennessee at the time in force may be added or inserted, in the manner now or hereafter prescribed by law: and all rights, preferences and privileges of whatsoever nature conferred upon any person by and pursuant to this Charter in its present form or as hereafter amended are granted subject to the rights reserved in this Article.

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IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Charter as of the 14 day of June, 2022.

RAPHAH INSTITUTE

By: _____

Name: Travis Claybrooks

Title: President and Chief Executive Officer

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CERTIFICATE OF

AMENDED AND RESTATED CHARTER

OF

RAPHAH INSTITUTE

Pursuant to the provisions of Sections 48-60-102(b) and 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby amends and restates its Charter, to supersede the Charter and any and all prior amendments thereto, and certifies as follows:

I. The undersigned corporation does not have members and no approval is required by any persons other than the board of directors of the undersigned corporation for each amendment as set forth in the Amended and Restated Charter attached to this Certificate.

II. The text of the Amended and Restated Charter attached to this Certificate was duly adopted and approved by the board of directors of the undersigned corporation at a meeting held June 14, 2022, such meeting being duly called and attended by a quorum.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amended and Restated Charter as of the 14 day of June, 2022.

RAPHAH INSTITUTE

By: _____

Name: Travis Claybrooks.

Title: President and Chief Executive Officer

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Raphah Institute

Financial Statements
For the Years Ended June 30, 2024 and 2023

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Raphah Institute

Financial Statements
For the Years Ended June 30, 2024 and 2023

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BLANKENSHIP

Independent Auditor's Report

Board of Trustees
Raphah Institute

Opinion
We have audited the financial statements of Raphah Institute (the Organization), which comprise the statements of financial position as of June 30, 2024 and 2023, 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 Organization as of June 30, 2024 and 2023, 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). 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 Organization 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 Organization'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 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.

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In performing an audit in accordance with GAAS, 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 Organization'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 Organization'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.

Blankenship CPA Group, PLLC

Blankenship CPA Group, PLLC
Brentwood, Tennessee
October 11, 2024

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Raphah Institute
Statements of Financial Position
June 30, 2024 and 2023

	2024	2023
Assets		
Current assets		
Cash	$ 225,840	$ 493,678
Grants receivable	113,241	57,316
Promises to give, current portion	-	50,000
Prepaid expenses	13,180	8,297
Total current assets	352,261	609,291
Fixed assets, net	5,715	12,067
Other assets	9,558	12,061
Total assets	**$ 367,534**	**$ 633,419**
Liabilities and Net Assets		
Current liabilities		
Accounts payable and accrued expenses	$ 7,607	$ 9,194
Refundable advances	95,029	195,566
Total current liabilities	102,636	204,760
Net assets		
Without donor restrictions	239,898	418,082
With donor restrictions	25,000	10,577
Total net assets	264,898	428,659
Total liabilities and net assets	**$ 367,534**	**$ 633,419**

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Raphah Institute
Statement of Activities
For the Year Ended June 30, 2024

	Without donor restrictions	With donor restrictions	Total
Revenues			
Contributions of cash and other financial assets			
Government grants	$ 801,861	$ -	$ 801,861
Foundation grants	70,385	60,000	130,385
Other grants	27,778	-	27,778
General contributions	44,697	-	44,697
Interest income	4,208	-	4,208
Other income	10,000	-	10,000
Net assets released from restrictions	45,577	(45,577)	-
Total revenues	1,004,506	14,423	1,018,929
Expenses			
Program services	962,420	-	962,420
Management and general	103,030	-	103,030
Fundraising	117,240	-	117,240
Total expenses	1,182,690	-	1,182,690
Change in net assets	(178,184)	14,423	(163,761)
Net assets, beginning of year	418,082	10,577	428,659
Net assets, end of year	**$ 239,898**	**$ 25,000**	**$ 264,898**

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Raphah Institute
Statement of Activities
For the Year Ended June 30, 2023

	Without donor restrictions	With donor restrictions	Total
Revenues			
Contributions of cash and other financial assets			
Government grants	$ 955,883	$ -	$ 955,883
Foundation grants	77,500	20,000	97,500
Other grants	287,665	15,846	303,511
General contributions	47,964	-	47,964
Interest Income	427	-	427
Other Income	825	-	825
Net assets released from restrictions	116,943	(116,943)	-
Total revenues	1,487,207	(81,097)	1,406,110
Expenses			
Program services	1,122,451	-	1,122,451
Management and general	236,385	-	236,385
Fundraising	33,055	-	33,055
Total expenses	1,391,891	-	1,391,891
Change in net assets	95,316	(81,097)	14,219
Net assets, beginning of year	322,766	91,674	414,440
Net assets, end of year	**$ 418,082**	**$ 10,577**	**$ 428,659**

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Raphah Institute
Statement of Functional Expenses
For the Year Ended June 30, 2024

	Program services	Management and general	Fundraising	Total
Depreciation and amortization	$ 7,740	$ 396	$ 717	$ 8,853
Insurance	2,304	118	214	2,636
Marketing and promotional	-	3,624	-	3,624
Miscellaneous	-	677	-	677
Missions and outreach	69,328	-	-	69,328
Office expenses	29,443	1,506	2,728	33,677
Payroll and related expenses	768,707	39,332	71,223	879,262
Professional development	-	8,113	-	8,113
Professional services	7,104	44,351	6,460	57,915
Rent	40,438	2,069	3,747	46,254
Supplies	5,596	286	519	6,401
Taxes and fees	-	933	-	933
Travel, meals, and entertainment	31,760	1,625	31,632	65,017
	$ 962,420	**$ 103,030**	**$ 117,240**	**$ 1,182,690**

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Raphah Institute
Statement of Functional Expenses
For the Year Ended June 30, 2023

	Program services	Management and general	Fundraising	Total
Depreciation and amortization	$ 8,102	$ 1,087	$ 178	$ 9,367
Insurance	3,336	447	73	3,856
Marketing and promotional	-	29,182	-	29,182
Missions and outreach	60,441	-	-	60,441
Office expenses	26,135	3,506	573	30,214
Payroll and related expenses	913,507	122,909	22,821	1,059,237
Professional development	-	15,903	-	15,903
Professional services	7,860	49,071	7,148	64,079
Rent	54,993	7,377	1,206	63,576
Supplies	5,872	788	129	6,789
Taxes and fees	-	455	-	455
Travel, meals, and entertainment	42,205	5,660	927	48,792
	$ 1,122,451	**$ 236,385**	**$ 33,055**	**$ 1,391,891**

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Raphah Institute
Statements of Cash Flows
For the Years Ended June 30, 2024 and 2023

	2024	2023
Cash, beginning of year	$ 493,678	$ 674,982
Cash flows from operating activities		
Change in net assets	(163,761)	14,219
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	8,853	9,367
Change in:		
Grants receivable	(55,925)	(45,648)
Promises to give, net of current portion	50,000	50,000
Prepaid expenses	(4,881)	7,802
Accounts payable and accrued expenses	(1,587)	503
Refundable advances	(100,537)	(211,381)
Net cash provided (used) by operating activities	(267,838)	(175,138)
Cash flows from investing activities		
Purchases of fixed assets	-	(6,166)
Net change in cash	(267,838)	(181,304)
Cash, end of year	**$ 225,840**	**$ 493,678**

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Note 1. **Organization and Nature of Activities**

Raphah Institute (the Organization) is a not-for-profit corporation whose mission is to empower people and communities to heal from the effects of trauma by designing and implementing education, advocacy, and treatment systems. It promotes healing and transformation for persons directly involved in youth-related crime through voluntary, person harmed-centered restorative justice. It also establishes safe, confidential, and trauma-informed direct services to support persons directly involved in youth-related crime during and beyond the restorative community conferencing process. Finally, it develops and implements educational outreach to ensure that possible future persons directly involved in youth-related crime, as well as the community, are aware of the option of restorative justice.

Note 2. **Summary of Significant Accounting Policies**

Basis of Accounting
The Organization maintains its accounts and prepares its financial statements on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (US GAAP).

Classes of Net Assets
The financial statements report amounts separately by class of net assets:

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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Trustees.

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

Use of Estimates
The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fixed Assets
Fixed assets are stated at cost less accumulated depreciation. Expenditures for maintenance, repairs, and minor renewals are charged to expense in the period incurred. Major renewals and betterments are capitalized. Depreciation is provided by use of the straight-line method over the estimated useful lives of the assets. When properties are retired or otherwise disposed of, the appropriate accounts are relieved of cost and accumulated depreciation, and any resulting gain or loss is recognized.

The assets' estimated useful lives used in computing depreciation are as follows:

Computers	5 years
Furniture and fixtures	7 years
Office equipment	5 years

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Note 2. **Summary of Significant Accounting Policies**

Other Assets
In 2020, the Organization started to capitalize the costs incurred related to the development of a new website. The website was placed in service during July 2020 and amortization expense for the years ended June 30, 2024 and 2023 was $5,616.

Revenue Recognition
Grant revenues are recognized when qualified reimbursable expenses are incurred or when services are performed. Grant funds received in advance are recognized as deferred grant revenue until earned. Grant receivables represent amounts due from grants which have been earned but not received. All grant receivables are reported at estimated collectible amounts.

Promises to Give
Unconditional promises to give contributions in the future are recorded as revenue when the promises are received. The promise to give are discounted to their estimated present value. Promises to give are recorded net of an allowance for uncollectible promises. Management assesses the collectability of promises to give on an annual basis.

Concentrations
The Organization maintains its cash in bank deposit accounts at regional financial institutions, which, at times, may exceed the Federal Deposit Insurance Corporation limit. There was $0 and $130,392 exceeding the federally insured limit at June 30, 2024 and 2023, respectively.

Concentrations of credit risk with respect to revenues are limited to a few number of donors. For the years ended June 30, 2024 and 2023, 59% of revenues were received from one grants and 40% of revenues were received from three grants, respectively. For the years ended June 30, 2024 and 2023, approximately 96% of account receivable was from three donors, and 100% of accounts receivable was from two donors, respectively.

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

Income Taxes
The Organization is exempt from federal and Tennessee state income taxes under Section 501(c)(3) of the Internal Revenue Code. US GAAP requires the Organization to evaluate tax positions taken by the Organization and recognize a tax liability (or asset) if it has taken an uncertain position that "more likely than not" would not be sustained upon examination by the Internal Revenue Service. The Organization does not believe that there are any uncertain tax positions or that it has any unrelated business income, which would be subject to federal taxes. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

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Note 2. **Summary of Significant Accounting Policies**

Leases

The Organization 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 customer 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 Organization also considers whether its service arrangements include the right to control the use of an asset.

The Organization recognizes most leases on its balance sheets 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 income statement.

The Organization made an accounting policy election available 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. 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 received. To determine the present value of lease payments, the organization made an accounting policy election available to non-public entities to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date.

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. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Organization has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The nonlease components typically represent additional services transferred to the Entity, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Leases are not material to the Organization's financial statements and, therefore, separate line-item presentation and additional disclosures are not presented.

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Note 3. **Liquidity and Availability**

The following represents the Organization's financial assets:

	2024	2023
Financial assets		
Cash	$ 225,840	$ 493,678
Grants and promises to give, net	113,241	107,316
Total financial assets at year-end	339,081	600,994
Less amounts not available to be used within one year		
Net assets with donor restrictions	(25,000)	(10,577)
Financial assets available to meet cash needs for general expenditures within one year	**$ 314,081**	**$ 590,417**

The Organization is substantially supported by grants. As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as general expenditures and other obligations become due. Another policy is to forecast future cash flows and maintain sufficient reserves to fund operating needs.

Note 4. **Promises to Give**

Promises to give are expected to be collected as follows:

	2024	2023
Amounts due in:		
Less than one year	$ -	$ 50,000
One to five years	-	-
Less: current portion	-	(50,000)
Promises to give, net of current portion	**$ -**	$ -

Note 5. **Fixed Assets**

Fixed assets consist of the following:

	2024	2023
Computers	$ 17,475	$ 17,475
Furniture and fixtures	525	525
Office equipment	2,058	2,058
Less: accumulated depreciation	(14,343)	(7,991)
Fixed assets, net	**$ 5,715**	**$ 12,067**

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Note 7. **Operating Leases**

The Organization leases office space with lease terms that last less than one year. During 2024, the Organization moved into a new office with lower rent. Monthly rent payments decreased from $4,560 to $2,485 during 2024.

Total rent expense for 2024 and 2023 was $46,254 and $63,576, respectively. Future minimum lease payments are $4,970 at June 30, 2024.

Note 8. **Net Assets with Donor Restrictions**

As of June 30, 2024 and 2023, net assets with donor restrictions in the amount of $25,000 and $10,577, respectively, were restricted to use for certain expenses related to specific restorative justice projects.

Note 9. **Subsequent Events**

Management has evaluated subsequent events through October 11, 2024, the date on which the financial statements were available for issuance.

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4710317

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2023
Open to Public Inspection

A For the 2023 calendar year, or tax year beginning 07/01/23 , and ending 06/30/24

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Final return/ terminated
☐ Amended return
☐ Application pending

C Name of organization: RAPHAH INSTITUTE
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): 615 MAIN STREET, SUITE 103
Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: NASHVILLE TN 37206

D Employer identification number: 82-1181441
E Telephone number: 843-779-7577
G Gross receipts$ 1,018,929

F Name and address of principal officer:
TRAVIS CLAYBROOKS
615 MAIN STREET, SUITE 103
NASHVILLE TN 37206

H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.RAPHAH.ORG

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 2017

M State of legal domicile: TN

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
RAPHAH INSTITUTE HELPS COMMUNITIES HEAL BY DESIGNING NEW PATHWAYS FOR PEOPLE TO ACCESS THE VITAL RESOURCES THEY NEED TO THRIVE. WE PARTNER WITH COMMUNITIES MOST IMPACTED BY SYSTEMIC BARRIERS - CONTINUED ON SCHEDULE O

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	14
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	14
5 Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	0
6 Total number of volunteers (estimate if necessary)	6	5
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	1,404,858	1,003,221
9 Program service revenue (Part VIII, line 2g)		0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	427	4,208
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	825	10,380
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,406,110	1,017,809
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	1,023,509	846,551
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) 115,403		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	368,382	335,018
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,391,891	1,181,569
19 Revenue less expenses. Subtract line 18 from line 12	14,219	-163,760

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	633,419	367,534
21 Total liabilities (Part X, line 26)	204,760	102,635
22 Net assets or fund balances. Subtract line 21 from line 20	428,659	264,899

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

TRAVIS CLAYBROOKS CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
SCOTT A. FELTS, CPA				P01547515

Firm's name: BLANKENSHIP CPA GROUP, PLLC — Firm's EIN: 45-0491842
Firm's address: 101 WINNERS CIRCLE BRENTWOOD, TN 37027 — Phone no. 615-373-3771

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.
DAA

Form 990 (2023)

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Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☒

1 Briefly describe the organization's mission:

SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 963,532 including grants of $) (Revenue $)

OUR FLAGSHIP PROGRAM IS OUR RESTORATIVE JUSTICE DIVERSION PROGRAM (RJDP), IN PARTNERSHIP WITH OUR LOCAL JUVENILE COURT. THE RESTORATIVE JUSTICE (RJ) DIVERSION PROGRAM SERVES YOUTH (UNDER 18) RESPONSIBLE FOR LOWLEVEL FELONY HARMS AND THOSE WHO HAVE BEEN HARMED BY THEM. WHILE OUR YOUTH MAY HAVE BEEN ARRESTED FOR THE HARM CAUSED, THEY HAVE NOT YET GONE THROUGH THE TRADITIONAL COURT PROCESS.

EARLY EMBRACE IS A TWO-PRONG INITIATIVE THAT SERVES CAREGIVERS, BOTH EARLY LEARNING EDUCATORS AND PARENTS/GUARDIANS, OF CHILDREN (AGES 0-5) IN FAMILIES AT OR LESS THAN 200% OF THE NATIONAL POVERTY LINE.

- CONTINUED ON SCHEDULE O

4b (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4c (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 963,532

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

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Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b	X	
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

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Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 0			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b		
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.		17		

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Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	14		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	14		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed TN

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[X] Own website [ ] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

TRAVIS CLAYBROOKS 615 MAIN STREET, SUITE 103

NASHVILLE TN 37206 843-779-7577

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) TRAVIS CLAYBROOKS	40.00									
CEO	0.00			X				106,204	0	0
(2) RON GALBRAITH	0.50									
BOARD MEMBER	0.00	X		X				0	0	0
(3) JONES ADUKEH	0.50									
BOARD MEMBER	0.00	X		X				0	0	0
(4) KAREN SHAW	0.50									
BOARD MEMBER	0.00	X						0	0	0
(5) SYLVIA JOHNSON	0.50									
BOARD MEMBER	0.00	X						0	0	0
(6) JIM GINGRICH	0.50									
BOARD MEMBER	0.00	X						0	0	0
(7) ANNE WEBER	0.50									
BOARD MEMBER	0.00	X						0	0	0
(8) BRANDON CORBIN	0.50									
BOARD MEMBER	0.00	X						0	0	0
(9) LISA WILTSHIRE	0.50									
BOARD MEMBER	0.00	X						0	0	0
(10) ROD MCDANIEL	0.50									
BOARD MEMBER	0.00	X						0	0	0
(11) JEN BLOCK	0.50									
BOARD MEMBER	0.00	X						0	0	0

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) ROZ NICHOLS	0.50									
BOARD MEMBER	0.00	X						0	0	0
(13) DAYNISE JOSEPH	0.50									
BOARD MEMBER	0.00	X						0	0	0
(14) ASHLEE GEORGE	0.50									
BOARD MEMBER	0.00	X						0	0	0
(15) LAUREN LANE PAYNE	0.50									
BOARD MEMBER	0.00	X						0	0	0
(16)										
(17)										
(18)										
(19)										
1b Subtotal								106,204		
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								106,204		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 1

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c	20,000				
	d Related organizations	1d					
	e Government grants (contributions)	1e	801,861				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	181,360				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h Total. Add lines 1a–1f			1,003,221			
Program Service Revenue		Business Code					
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a–2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			4,208			4,208
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
		(i) Real	(ii) Personal				
	6a Gross rents 6a						
	b Less: rental expenses 6b						
	c Rental inc. or (loss) 6c						
	d Net rental income or (loss)						
		(i) Securities	(ii) Other				
	7a Gross amount from sales of assets other than inventory 7a						
	b Less: cost or other basis and sales exps. 7b						
	c Gain or (loss) 7c						
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ 20,000 of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b	1,120				
	c Net income or (loss) from fundraising events			-1,120			
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a MISCELLANEOUS INCOME		900099	11,500			11,500
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a–11d			11,500			
	12 Total revenue. See instructions			1,017,809	0	0	15,708

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	106,204	92,850	4,751	8,603
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	615,675	538,262	27,541	49,872
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	67,596	59,097	3,024	5,475
10 Payroll taxes	57,076	49,900	2,553	4,623
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	32,710	28,597	1,463	2,650
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	57,915	7,104	44,351	6,460
12 Advertising and promotion	3,624		3,624	
13 Office expenses	33,677	29,443	1,506	2,728
14 Information technology				
15 Royalties				
16 Occupancy	45,134	40,438	2,069	2,627
17 Travel	65,017	31,760	1,625	31,632
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	8,853	8,853		
23 Insurance	2,636	2,304	118	214
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MISSIONS AND OUTREACH	69,328	69,328		
b PROFESSIONAL DEVELOPMENT	8,113		8,113	
c SUPPLIES	6,401	5,596	286	519
d TAXES AND FEES	933		933	
e All other expenses	677		677	
25 Total functional expenses. Add lines 1 through 24e	1,181,569	963,532	102,634	115,403
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		380,439	1	225,840
	2	Savings and temporary cash investments		113,239	2	
	3	Pledges and grants receivable, net		107,316	3	113,241
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		8,297	9	13,180
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 20,058			
	b	Less: accumulated depreciation	10b 14,343	12,067	10c	5,715
	11	Investments—publicly traded securities			11	
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets		7,501	14	4,998
	15	Other assets. See Part IV, line 11		4,560	15	4,560
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		633,419	16	367,534
Liabilities	17	Accounts payable and accrued expenses		9,194	17	7,606
	18	Grants payable			18	
	19	Deferred revenue		195,566	19	95,029
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		204,760	26	102,635
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		418,082	27	239,899
	28	Net assets with donor restrictions		10,577	28	25,000
		Organizations that do not follow FASB ASC 958, check her ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		428,659	32	264,899
	33	Total liabilities and net assets/fund balances		633,419	33	367,534

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ... [X]

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,017,809
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,181,569
3	Revenue less expenses. Subtract line 2 from line 1	3	-163,760
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	428,659
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	264,899

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ... [ ]

			Yes	No
1	Accounting method used to prepare the Form 990: [ ] Cash [X] Accrual [ ] Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. [ ] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. [X] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

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4710317

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization	Employer identification number
RAPHAH INSTITUTE	82-1181441

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: .....

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

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Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	435,937	1,131,508	1,219,363	1,404,858	1,003,221	5,194,887
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	435,937	1,131,508	1,219,363	1,404,858	1,003,221	5,194,887
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						95,700
6 **Public support.** Subtract line 5 from line 4						5,099,187

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4	435,937	1,131,508	1,219,363	1,404,858	1,003,221	5,194,887
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources				427	4,208	4,635
9 Net income from unrelated business activities, whether or not the business is regularly carried on			3,176			3,176
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)				825	11,500	12,325
11 **Total support.** Add lines 7 through 10						5,215,023

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2023 (line 6, column (f) divided by line 11, column (f))	14	97.78 %
15	Public support percentage from 2022 Schedule A, Part II, line 14	15	97.56 %

16a **33 1/3% support test — 2023.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support test — 2022.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10%-facts-and-circumstances test — 2023.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10%-facts-and-circumstances test — 2022.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2022** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests — 2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests — 2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

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Part IV Supporting Organizations

(Complete only if you checked a box on line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

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Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*

c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. *Answer lines 2a and 2b below.*			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. *Answer lines 3a and 3b below.*			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (*explain in detail in Part VI*):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C – Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D – Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in Part VI*)	5	
6	Other distributions (*describe in Part VI*). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in Part VI*). See instructions.	8	
9	Distributable amount for 2022 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E – Distribution Allocations (see instructions)		(i) **Excess Distributions**	(ii) **Underdistributions Pre-2023**	(iii) **Distributable Amount for 2023**
1	Distributable amount for 2023 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required–*explain in Part VI*). See instructions.			
3	Excess distributions carryover, if any, to 2023			
a	From 2018			
b	From 2019			
c	From 2020			
d	From 2021			
e	From 2022			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2023 distributable amount			
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2023 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2023 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in Part VI*. See instructions.			
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in Part VI*. See instructions.			
7	**Excess distributions carryover to 2024.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2019			
b	Excess from 2020			
c	Excess from 2021			
d	Excess from 2022			
e	Excess from 2023			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

PART II, LINE 10 - OTHER INCOME DETAIL

OTHER INCOME	$	825

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Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization

RAPHAH INSTITUTE

Employer identification number

82-1181441

Public Inspection Copy

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33$^{1}/_{3}$% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... $ .....

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

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Name of organization: RAPHAH INSTITUTE

Employer identification number: 82-1181441

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		$ 600,536	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2		$ 141,883	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3		$ 50,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2023
Open to Public Inspection

Public Inspection Copy

Name of the organization
RAPHAH INSTITUTE

Employer identification number
82-1181441

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a Total number of conservation easements	2a	
b Total acreage restricted by conservation easements	2b	
c Number of conservation easements on a certified historic structure included on line 2a	2c	
d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items.

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

- a ☐ Public exhibition
- b ☐ Scholarly research
- c ☐ Preservation for future generations
- d ☐ Loan or exchange program
- e ☐ Other .....

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ..... ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ..... ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ..... ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ..... ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ..... %
- b Permanent endowment ..... %
- c Term endowment ..... %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		
(ii) Related organizations?	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		19,533	13,993	5,540
e Other		525	350	175
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				5,715

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Part VII Investments – Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col. (B))*		

Part VIII Investments – Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	1,018,929
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d	1,120		
e	Add lines 2a through 2d			2e	1,120
3	Subtract line 2e from line 1			3	1,017,809
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	1,017,809

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	1,182,689
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d	1,120		
e	Add lines 2a through 2d			2e	1,120
3	Subtract line 2e from line 1			3	1,181,569
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	1,181,569

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 2D - REVENUE AMOUNTS INCLUDED IN FINANCIALS - OTHER

FUNDRAISING EXPENSE NETTED IN INCOME $ 1,120

PART XII, LINE 2D - EXPENSE AMOUNTS INCLUDED IN FINANCIALS - OTHER

FUNDRAISING EXPENSE NETTED IN INCOME $ 1,120

DAA

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Part XIII Supplemental Information *(continued)*

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SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

RAPHAH INSTITUTE

Employer identification number

82-1181441

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 BREAKFAST (event type)	(b) Event #2 (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	20,000			20,000
	2 Less: Contributions	20,000			20,000
	3 Gross income (line 1 minus line 2)				
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs	1,120			1,120
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses				
	10 Direct expense summary. Add lines 4 through 9 in column (d)				1,120
	11 Net income summary. Subtract line 10 from line 3, column (d)				-1,120

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ☐ No %	☐ Yes ☐ No %	☐ Yes ☐ No %	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

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11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13a	%
b An outside facility	13b	%

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name .....

Address .....

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization $ ..... and the amount of gaming revenue retained by the third party $ .....

c If "Yes," enter name and address of the third party:

Name .....

Address .....

16 Gaming manager information:

Name .....

Gaming manager compensation $ .....

Description of services provided .....

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year $

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

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SCHEDULE L (Form 990)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c; or Form 990-EZ, Part V, line 38a or 40b.
Attach to Form 990 or Form 990-EZ.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

RAPHAH INSTITUTE

Employer identification number

82-1181441

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and section 501(c)(29) organizations only)

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b; or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected? Yes	(d) Corrected? No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 ..... $

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization ..... $

Part II Loans to and/or From Interested Persons

Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a, or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

	(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the org.? To	(d) Loan to or from the org.? From	(e) Original principal amount	(f) Balance due	(g) In default? Yes	(g) In default? No	(h) Approved by board or committee? Yes	(h) Approved by board or committee? No	(i) Written agreement? Yes	(i) Written agreement? No
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
Total						$							

Part III Grants or Assistance Benefiting Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

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Part IV Business Transactions Involving Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of org. revenues? Yes	(e) Sharing of org. revenues? No
(1)	ASHLEE SELLARS	FAMILY MEMBER	62,000	EMPLOYMENT		X
(2)	THOMAS LAWRENCE	FAMILY MEMBER	6,867	EMPLOYMENT		X
(3)	JAMES SHAW	FAMILY MEMBER	33,306	EMPLOYMENT		X
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						

Part V Supplemental Information

Provide additional information for responses to questions on Schedule L. See instructions.

SCHEDULE L, PART V - ADDITIONAL INFORMATION

ASHLEE SELLARS, RESTORATIVE JUSTICE PROGRAM DIRECTOR, IS THE WIFE OF TRAVIS CLAYBROOKS, THE ORGANIZATION'S CHIEF EXECUTIVE OFFICER.

THOMAS LAWRENCE, RESTORATIVE JUSTICE FACILITATOR, IS THE STEP-FATHER OF TRAVIS CLAYBROOKS.

JAMES SHAW, RESTORATIVE JUSTICE FACILITATOR, IS THE SON OF KAREN SHAW, BOARD MEMBER.

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SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

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RAPHAH INSTITUTE

Employer identification number

82-1181441

FORM 990 - ORGANIZATION'S MISSION

RAPHAH INSTITUTE HELPS COMMUNITIES HEAL BY DESIGNING NEW PATHWAYS FOR PEOPLE TO ACCESS THE VITAL RESOURCES THEY NEED TO THRIVE. WE PARTNER WITH COMMUNITIES MOST IMPACTED BY SYSTEMIC BARRIERS THAT LEAD TO GENERATIONAL POVERTY, VIOLENCE, AND EARLY DEATH TO DESIGN AND IMPLEMENT NEW SYSTEMS FOR PEOPLE TO ACCESS WHAT THEY NEED TO HEAL AND THRIVE. SPECIFICALLY OUR GOAL IS TO INCREASE ACCESS TO HIGH-QUALITY VERSIONS OF THE FOLLOWING RESOURCES: HEALTHCARE, EDUCATION, SOCIAL SUPPORT SYSTEMS, ECONOMIC POWER, HOUSING AND NEIGHBORHOODS.

FORM 990, PART III - ADDITIONAL INFORMATION

FORM 990, PART III, LINE 4A - FIRST ACCOMPLISHMENT

OUR FLAGSHIP PROGRAM IS OUR RESTORATIVE JUSTICE DIVERSION PROGRAM (RJDP), IN PARTNERSHIP WITH OUR LOCAL JUVENILE COURT. THE RESTORATIVE JUSTICE (RJ) DIVERSION PROGRAM SERVES YOUTH (UNDER 18) RESPONSIBLE FOR LOWLEVEL FELONY HARMS AND THOSE WHO HAVE BEEN HARMED BY THEM. WHILE OUR YOUTH MAY HAVE BEEN ARRESTED FOR THE HARM CAUSED, THEY HAVE NOT YET GONE THROUGH THE TRADITIONAL COURT PROCESS.

EARLY EMBRACE IS A TWO-PRONG INITIATIVE THAT SERVES CAREGIVERS, BOTH EARLY LEARNING EDUCATORS AND PARENTS/GUARDIANS, OF CHILDREN (AGES 0-5) IN FAMILIES AT OR LESS THAN 200% OF THE NATIONAL POVERTY LINE. ONE PRONG OF THE EARLY EMBRACE INITIATIVE, CALLED THE NETWORK, AIMS TO INCREASE ACCESS TO EARLY CHILDHOOD EDUCATION BY SUPPORTING INDIVIDUALS WHO WANT TO START AN EARLY EDUCATION BUSINESS IN THEIR HOMES BY PROVIDING FIVE VITAL RESOURCES TO THOSE INDIVIDUALS: BUSINESSS COACHING, EDUCATIONAL COACHING, LICENSURE

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COACHING, START-UP/ENHANCEMENT GRANTS, AND SUPPLEMENTAL BUSINESS INCOME. THE OTHER PRONG OF EARLY EMBRACE, CALLED EARLY BRIDGE BUILDERS, SERVES PARENTS/GUARDIANS FROM THE SAME POOR COMMUNITIES BY HELPING THEM ACCESS HIGH QUALITY, CRITICAL RESOURCES MENTIONED IN RAPHAH'S MISSION: HEALTHCARE (BOTH PHYSICAL AND MENTAL), EDUCATION, SOCIAL SUPPORTS, FINANCIAL AND ECONOMIC POWER, AND HEALTHY AND SAFE HOUSING.

FORM 990, PART VI, LINE 2 - RELATED PARTY INFORMATION AMONG OFFICERS

TRAVIS CLAYBROOKS — ASHLEE SELLARS

CEO — DIRECTOR

SPOUSE

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

BOARD MEMBERS REVIEW THE PROCESS, ASK ANY QUESTIONS, AND HOLD A CONCENSUS TO VOTE TO APPROVE SUBMISSION OF THE 990.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

THE ORGANIZATION DISTRIBUTES A CERTIFICATION AND DISCLOSURE FORM TO ITS OFFICERS, DIRECTORS AND KEY EMPLOYEES IN WHICH EACH RESPONDENT MUST CERTIFY THAT HE/SHE HAS RECEIVED A COPY OF THE POLICY, HAS READ AND UNDERSTANDS THE POLICY, HAS AGREED TO ABIDE BY THE POLICY, AND CERTIFY THAT NO ACTUAL OR POSSIBLE CONFLICT OF INTEREST NEEDS TO BE REPORTED.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL

THE ORGANIZATION REVIEWS AND SETS COMPENSATION BASED ON COMPARABLE OCCUPATIONS AND POSITIONS ON THE BUREAU OF LABOR STATISTICS WEBSITE.

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Name of the organization: RAPHAH INSTITUTE

Employer identification number: 82-1181441

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS

THE ORGANIZATION REVIEWS AND SETS COMPENSATION BASED ON COMPARABLE OCCUPATIONS AND POSITIONS ON THE BUREAU OF LABOR STATISTICS WEBSITE.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

RAPHAH INSTITUTE HAS MADE ITS GOVERNING DOCUMENTS, CORPORATE POLICIES AND FINANCIAL STATEMENTS AVAILABLE TO THE GENERAL PUBLIC DURING THE TAX YEAR.

FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS EXPLANATION

FUNDRAISING EXPENSE NETTED IN INCOME	$ 1,120
FUNDRAISING EXPENSE NETTED IN INCOME	$ -1,120

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Signature of Authorized Representative
Name: Travis Claybrooks
Title: CEO
Agency Name: Raphah Institute
Date: August 16, 2025

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative
Name: Travis Claybrooks
Title: CEO
Agency Name: Raphah Institute
Date: August 16, 2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Travis Claybrooks, acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): Travis Claybrooks

Signature:

Date: 8/16/2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: Rocklife Youth Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Caleb Rogan,

Juvenile Court values the services that Rocklife Youth provides to reduce youth violence in our community. I am pleased to inform you that the Just Us program located at 1304 Dickerson Pike, Goodlettsville, Tennessee, 37072 is hereby awarded **twenty-five thousand ($25,000.00)** dollars to continue program services for the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include Rocklife Youth amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
ROCKLIFE YOUTH

This Grant Contract issued and entered pursuant to **RS2025 - _____** by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **Rocklife Youth** hereinafter referred to as the **"Grantee,"** is for the **Just Us** program to **provide weekly mentorship, life skills training, and positive afterschool and enrichment programming** as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS Rocklife Youth (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS the Davidson County Department of Children's Services reports one of the highest juvenile arrest rates in Tennessee and,

WHEREAS the Grantee will serve justice-involved youth grades 9 - 12 in Davidson County; **and,**

WHEREAS the Grantee will provide weekly mentorship, life skills training, academic support; and,

WHEREAS the Grantee's goals include:

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Goal 1: To reduce risk factors associated with youth violence and recidivism.

Objective 1.1: Provide weekly mentorship and life skills training to 50 justice-involved or at-risk youth over 12 months (mentorship will go through high school graduation depending on what grade youth is in).

Activity 1.1: Match youth with trained mentors for one-on-one and group mentoring sessions.

Objective 1.2: Conduct quarterly assessments to track improvements in youth behavior, school attendance, and involvement with the justice system.

Activity 1.2: Collect school attendance and grade reports in partnership with local schools.

Goal 2: To increase youth engagement in positive afterschool and enrichment programming.

Objective 2.1: Offer academic support, performing arts, and sports programming to at least 75 youth, five days per week.

Activity 2.1: Host daily afterschool sessions that include tutoring, arts, and athletics.

Objective 2.2: Increase youth exposure to career pathways and postsecondary opportunities through monthly enrichment experiences.

Activity 2.2: Organize monthly field trips to colleges, job sites, and community events.

WHEREAS Measurable outcomes include:

1) At least 85% of participating youth will show improved behavior and reduced disciplinary incidents at school or in their community, as documented through mentor logs, school reports, or juvenile court updates.

2) At least 75% of youth will attend 80% or more of scheduled afterschool and enrichment sessions, as tracked through attendance records.

3) At least 70% of youth will demonstrate increased knowledge of career and postsecondary options, as measured through pre- and post-program surveys and participant reflection forms.

WHEREAS, Juvenile Court and **Rocklife Youth** propose to utilize **twenty-five thousand ($25,000.00) dollars,** of the CPF grant to fund the grantee to serve Davidson County justice-involved youth grades 9 -12.

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A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability.

In no event shall the maximum liability of Metro under this Grant Contract exceed **twenty-five thousand ($25,000.00) dollars**. The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be

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incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.

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C.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

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C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30) days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and

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shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

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D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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

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request, during normal working hours. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@iisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held

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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.11. **Insurance.**

The Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall 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 Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

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D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be defined as an article of nonexpendable, tangible, personal property having a

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useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

The Grantee 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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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

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breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability.**

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

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

D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306

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Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

Recipient:

Name: Caleb Rogan
Title: Executive Director
Agency Name : Rock Life Youth
Address : 1304 Dickerson Pike
City : Goodlettsville, State : Tennessee, Zip : 37072
Phone : 615-243-7355
Email : caleb@rynashville.org

D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Rocklife Youth

By: _____

Title: Executive Director

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennifer Reed/mjw
02077A2A0742409...
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 25th day of July, 2025

Notary Public

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...
Metropolitan Attorney

James Ward

My Commission expires 11·08·2027

FILED IN THE OFFICE OF THE CLERK:

JAMES WARD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

_____
Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB59644A2DE04C4...
Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4F412B7805224A8...
Department Head

DocuSigned by:
Balogun Cobb
68804BF12FD741C...
Director of Insurance

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ATTACHMENT 1

FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process
No Subcontracting Allowed
(Notice: All funding decisions will be made by an independent civilian review board)
Funding is Contingent Upon the Final Passage of the FY 2026 Metro Budget

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	Rocklife Youth
Name of program to be funded.	"Just Us"

Is the applicant a prior Metro CPF recipient?

☐ Yes x No

1. **Year of funding:** Click or tap here to enter text.
2. **Amount funded:** Click or tap here to enter text.

Is the applicant a prior year Metro Direct Appropriation recipient?

☐ Yes x No

1. **Year of funding:** Click or tap here to enter text.
2. **Amount funded:** Click or tap here to enter text.

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	**Name:**Caleb Rogan **Title:** Executive Director **Phone number:**615-243-7355 **Email:** Caleb@rynashville.org
Individual completing application.	**Name:**Caleb Rogan **Title:** Executive Director **Phone number:**615-243-7355 **Email:** caleb@rynashville.org

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:**Aignes Rogan **Title: Program Manager** **Phone number:**615-877-8163 **Email:**aignes@rynashville.org
Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:**Bradford Taylor **Title:** Accountant Manger **Phone number:**615-582-8885 **Email:**bradford@rynashville.org

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

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1. **Program serves residents of Nashville, Davidson County only.**

   X Yes ☐ No

2. **A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal**
   Revenue Service (IRS) as provided by 26 U.S. C. A.

   X Yes ☐ No

   If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes x No

   If yes, (Explain) Click or tap here to enter text.

   X Required Attachment: Copy of the agency's 501 (c) (3) document with this application.

OR

B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided
by 26 U.S.C.A.

☐ Yes ☐ No

If yes, has there been a change in the applicant's 501(c) (6) status? ☐ Yes ☐ No

If yes, (Explain) Click or tap here to enter text.

☐ **Required Attachment: Copy of the agency's 501 (c) (6) document with this application.**

AND

3. **Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.**

   ☐ Yes ☐ No

   If yes, has there been a change in the applicant's non-profit status? ☐ Yes ☐ No

   If yes (Explain) Click or tap here to enter text.

   ☐ **Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.**

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

   ☐ **Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration**

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In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

1. ☐ **Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars** are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.

   "Audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.

   ☐ **Attach an annual audit conducted by an independent CPA attached.**

   Requested Grant Funding Amount:
   - **Minimum Requested Amount:**Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

2. X **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

   "Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

   X Attach a review of financial statements conducted by an independent CPA.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount:**50,000
   - **Maximum Requested Amount:**25,000

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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3. ☐ **Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.

"Compilation of Financial Statements" means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.

☐ Attach a compilation of financial statements prepared by an independent CPA.

Requested Grant Funding Amount:

- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

4. ☐ **Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.

"Internally prepared financial statements" means financial statements prepared by the organization's chief financial officer and/or bookkeeper.

☐ Attach an internally prepared financial statement attached.

Requested Grant Funding Amount:

- **Minimum Requested Amount**:Click or tap here to enter text.
- **Maximum Requested Amount:**Click or tap here to enter text.

SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

1. **Provide the agency's vision statement:** Rocklife Youth envisions a world where every young person—regardless of their background or circumstance—has the opportunity to rise, thrive, and lead. We aim to create a generation of resilient, purpose-driven youth who are equipped to transform their communities through education, creativity, and leadership.

2. **Provide the agency mission statement:** Rocklife Youth empowers underserved and justice-involved youth through mentorship, afterschool programming, performing arts, sports, and life skills development—building strong foundations for lifelong success, spiritual growth, and community transformation.

3. **Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values.** Rocklife Youth shares the Davidson County Juvenile Court's commitment to rehabilitation, equity, and positive youth development. Our philosophy is rooted in the belief that every young person—regardless of their past—deserves the opportunity to grow, heal, and succeed. We support the Court's mission by providing trauma-informed mentorship, structured afterschool programs, and safe, enriching environments that reduce recidivism and promote accountability. Our holistic approach to youth empowerment —addressing academic, emotional, and social needs—mirrors the Court's vision of fostering safer communities through prevention and restoration.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

1. **Briefly discuss your agency's need/problem for program funding with a fact-based and data driven statement.** Davidson County continues to face significant challenges related to youth violence and juvenile justice involvement. According to the Tennessee Department of Children's Services, Davidson County consistently reports one of the highest juvenile arrest rates in the state. Many of the youth we serve come from communities with limited access to afterschool programming, mentorship, and mental health support. Rocklife Youth is uniquely positioned to intervene early—providing structured, positive outlets through arts, sports, and mentorship. However, without sustained funding, we cannot meet the growing demand. Program funding is critical to expand our reach, enhance program quality, and reduce youth recidivism through proven prevention strategies.

2. **Briefly discuss how funds will continue to help your agency meet program needs.** Continued funding will allow Rocklife Youth to sustain and expand high-impact programs that serve justice-involved and underserved youth. These funds will support staffing, mentorship activities, trauma-informed care, enrichment supplies, and transportation—critical components to program access and engagement. With stable financial support, we can increase program consistency, deepen youth impact, and enhance our ability to track outcomes, ultimately reducing youth violence and recidivism in Davidson County.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

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Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: Reduce risk factors associated with youth violence and recidivism.

Objective 1.1: Provide weekly mentorship and life skills training to 50 justice-involved or at-risk youth over 12 months (mentorship will go through high school graduation depending on what grade youth is in).
Activity 1.1: Match youth with trained mentors for one-on-one and group mentoring sessions.

Objective 1.2: Conduct quarterly assessments to track improvements in youth behavior, school attendance, and involvement with the justice system.
Activity 1.2: Collect school attendance and grade reports in partnership with local schools

Goal 2 Increase youth engagement in positive afterschool and enrichment programming.

Objective 2.1:Offer academic support, performing arts, and sports programming to at least 75 youth, five days per week.
Activity 2.1: Host daily afterschool sessions that include tutoring, arts, and athletics

Objective 2.2: Increase youth exposure to career pathways and postsecondary opportunities through monthly enrichment experiences.
Activity 2.2: Organize monthly field trips to colleges, job sites, and community events

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/ decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals, objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

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Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

1. At least 85% of participating youth will show improved behavior and reduced disciplinary incidents at school or in their community, as documented through mentor logs, school reports, or juvenile court updates.
2. At least 75% of youth will attend 80% or more of scheduled afterschool and enrichment sessions, as tracked through attendance records.
3. At least 70% of youth will demonstrate increased knowledge of career and postsecondary options, as measured through pre- and post-program surveys and participant reflection forms.

SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.): Rocklife Youth uses a multi-method approach to collect and report program data tied to our goals and outcomes. We administer pre- and post-program surveys to assess youth progress in areas such as emotional regulation, school engagement, and knowledge of career pathways. Mentors and program staff maintain case records and weekly logs to document behavioral changes, attendance, and goal progress. We collaborate with schools and juvenile court partnersto access attendance records, disciplinary data, and recidivism updates. Additionally, we use stakeholder questionnaires—including parent and mentor feedback forms—to evaluate program satisfaction and impact. All data is reviewed quarterly to assess effectiveness and inform program improvements.

Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed. Rocklife Youth will use the collected data to evaluate both program performance and progress toward stated goals. Quantitative data from surveys, attendance records, and school reports will be analyzed to measure improvements in behavior, engagement, and knowledge. Qualitative data from mentor notes and stakeholder feedback will provide insight into the youth experience and areas needing improvement. This evaluation process will occur quarterly, allowing leadership to adjust programming, allocate resources strategically, and ensure alignment with desired outcomes. Findings will also be used to inform reporting to funders and communicate impact to community partners.

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Discuss how the agency shares data with the agency's board and other community partners. Rocklife Youth shares program data with its Board of Directors through quarterly impact reports, which include key metrics, outcome evaluations, and participant success stories. These reports are reviewed during board meetings to inform decision-making and guide strategic planning. We also share relevant data with community partners, funders, and stakeholders through presentations, newsletters, and collaborative meetings. When appropriate, we provide customized reports that highlight shared impact and partnership contributions, while protecting youth confidentiality. This transparent communication ensures accountability and strengthens cross-sector collaboration to support justice-involved and underserved youth.

SECTION 9: PROGRAM INPUTS

Discuss the factors (inputs) dedicated to this program to conduct its' activities and to achieve its goals and objectives.

1. **Agency resources:** Rocklife Youth dedicates trained program staff, certified mentors, curriculum materials, transportation support, and administrative oversight to ensure high-quality program delivery. Our facilities include classroom space, performance areas, and access to sports fields that support a full range of enrichment activities. Additionally, we leverage internal data tracking systems and evaluation tools to monitor progress and outcomes.

2. **Agency collaborations:** We collaborate with Johnson Alternative Learning Center (ALC) and W.A. Bass Learning Center, where we are embedded weekly to mentor justice-involved and at-risk youth directly on campus. In addition, we partner with the Davidson County Juvenile Court, local schools, community centers, and faith-based organizations to identify and support youth participants. Partners such as the Metropolitan Development and Housing Agency (MDHA), NAZA, and local businesses also support programming through referrals, space use, and resource sharing.

3. **Evidence-based programming:** Rocklife Youth implements evidence-based practices including trauma-informed mentoring, restorative justice circles, and Positive Youth Development (PYD) frameworks. Our life skills, conflict resolution, and leadership modules are built from proven models such as the Second Step program and Search Institute's Developmental Assets approach.

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

***Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include* output measures (program activities) which *are process measures that* quantify the activities of a program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.**

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Discuss the agency's program monitoring process to evaluate program progress and effectiveness:Rocklife Youth monitors program progress and effectiveness through a structured, ongoing evaluation process. Program staff and mentors submit weekly reports documenting youth attendance, engagement, behavioral observations, and mentoring session outcomes. Quarterly data reviews are conducted by program leadership to assess progress toward goals and identify areas for improvement. We also administer pre- and post-surveys to youth participants to measure changes in behavior, knowledge, and confidence. Feedback is regularly gathered from parents, school staff, and community partners to ensure program relevance and quality. This data-driven approach allows us to make timely adjustments, improve service delivery, and maintain accountability to our funders and stakeholders.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections: Rocklife Youth follows a clear corrective action plan process to ensure continuous improvement. When data, staff reports, or stakeholder feedback indicate that a program goal is not being met, leadership convenes a program review meeting to identify root causes. A written corrective action plan is then developed, outlining specific steps, responsible staff, timelines, and measurable benchmarks for improvement. Progress is tracked weekly, with adjustments made as needed until the issue is resolved. This process ensures accountability, responsiveness, and alignment with the agency's mission and funder expectations.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTNG PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports. Rocklife Youth utilizes QuickBooks Online for day-to-day financial management, including expense tracking, invoicing, payroll, and bank reconciliations. All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP). We implement internal controls such as segregation of duties, regular financial reviews, and board oversight to ensure accuracy and accountability. Our Executive Director and Treasurer review financial statements monthly, and all grant-related expenditures are tracked using class coding and restricted fund accounts to allow for transparent and verifiable reporting. Supporting documentation (receipts, invoices, timesheets) is securely stored and readily available for audits or funder review.

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SECTION 13: SUSTAINABILITY PLAN

Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future. Rocklife Youth is committed to sustaining this program beyond Metro CPF funding. To ensure long-term viability, we are actively diversifying our funding streams through foundation grants, corporate sponsorships, individual donors, and earned revenue strategies such as event-based fundraising. We are also exploring fee-for-service partnerships with schools and juvenile justice agencies to support direct program delivery. Additionally, our organization is investing in capacity-building and board development to strengthen fundraising infrastructure and expand community partnerships. These efforts position us to maintain core programming even if Metro CPF funding is reduced or discontinued.

SECTION 14: REQUIRED ATTACHMENTS

1. **Budget** ☐
2. **Budget narrative** ☐
3. **Agency organizational chart** ☐
4. **Copy of the agency's 501 (c) (3) document.☐ or 501 (c) (6) document** ☐
5. **Copy of the agency's Articles of Incorporation as a non-profit and registration identification number** ☐
6. **Financial Information according to total annual revenue level choses in Section 3** ☐

JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION

Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT. **Ms. Nicole Whitlock, M.P.A, CMFO, CICA** (615) 880-2368 NicoleSWhitlock@jisnashville.gov	**Metro Juvenile Court Special Projects Manager** **Mrs. Shelley Hudson, M.A.** (615) 862-8079 shelleyhudson@jisnashville.gov

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AMENDED GRANT BUDGET

AGENCY NAME: Rocklife Youth

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$12,500.00	$0.00	$12,500.00
	Benefits and Taxes (PERCENT)	$0.00	$0.00	$0.00
	Professional Fees	$2,500.00	$0.00	$2,500.00
	Supplies	$2,000.00	$0.00	$2,000.00
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$3,000.00	$0.00	$3,000.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel/Conferences and Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$5,000.00	$0.00	$5,000.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$25,000.00**	**$0.00**	**$25,000.00**

Total Match Amount	$0.00		
Total Match Percentage	0.0000%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Rocklife Youth
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	$0.00
Position 1: *Executive Director / No tradional benefits 33% of workload*	$5,000.00
Position 2: *Program Director / No traditional benefits 33% of workload*	$4,000.00
Position 3: *Youth Mentor / No traditional benefits 33% of workload*	$3,500.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$12,500.00**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
Funds will be used to compensate contracted professionals, such as guest speakers, trauma-informed care trainers, or facilitators offering specialized services.	$2,500.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$2,500.00**

SUPPLIES:	AMOUNT
Program supplies will include notebooks, journals, curriculum print materials, hygiene kits, and incentives for youth participation. Supplies will also support on-site workshops, restorative circles, and peer-building activities within the "Just Us" program.	$2,000.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$2,000.00**

COMMUNICATIONS:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

POSTAGE AND SHIPPING:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

OCCUPANCY:	AMOUNT
Funds will support event-related space retals and suppliemental programming space not currently covered under existing leases.	$3,000.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$3,000.00**

EQUIPMENT RENTAL AND MAINTENANCE:	AMOUNT
<Please provide description of equipment and manintenance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

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PRINTING AND PUBLICATIONS:	AMOUNT
<Please provide description here>	$0.00
TOTAL	**$0.00**

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
<Please provide description of travel, conferences, meetings here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

INSURANCE:	AMOUNT
<Please provide description of Insurance here>	$0.00
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
This category covers youth-centered support services such as school supplies, interview attire, food during extended programming events, and limited emergency needs that enable continued program engagement. These supports are aligend with individualized mentoring plans and help reduce barriers to participation.	$5,000.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$5,000.00**

OTHER NON-PERSONNEL:	AMOUNT
<Please provide description here>	$0.00
<Please provide description here>	$0.00
<Please provide description here>	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

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Rocklife Youth

Funding will support key staff roles directly engaged in program implementation and participant support:

- **Executive Director ($5,000):** Provides strategic oversight, manages partner relationships, and ensures compliance with grant deliverables. This position does not include traditional fringe benefits under this budget.

- **Program Director ($4,000):** Oversees youth programming and coordinates daily operations to ensure staff alignment with program outcomes and compliance requirements.

- **Youth Mentor ($3,500):** Delivers both on-site and off-site mentorship, maintains consistent communication with youth, and supports enrichment events and individualized engagement plans.
  These roles are essential to maintaining quality programming and achieving the goals of the Just Us initiative.

- **Specific Assistance to Individuals ($5,000)**
  This category covers youth-centered support services including school supplies, interview attire, food during extended programming events, and limited emergency support. These resources are tailored to individual mentoring plans and are designed to remove barriers to program participation and increase youth retention.

- **Supplies ($2,000)**
  Program supplies will include notebooks, journals, curriculum print materials, hygiene kits, and youth participation incentives. These supplies will also support on-site workshops, restorative circles, and peer-building activities delivered through the Just Us program, reinforcing both social-emotional and practical learning objectives.

- **Occupancy ($3,000)**
  Funds will support space rentals for community events and supplemental programming needs. This includes short-term rental of spaces not currently covered by existing lease agreements to host restorative justice sessions, family engagement events, and youth workshops.

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- **Professional Fees ($2,500)**
  Covers payments to contracted mentors, facilitators, and specialized instructors who deliver training, workshops, and skill-based activities for justice-involved youth. Includes consultant services for program design, staff training, and evaluation to ensure high-quality, impactful programming.

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Organizational Chart

Board of Directors

- **Board Chair:** Nichole Taylor
- **Board Treasurer:** Walis Martin
- **Board Secretary:** Tracy Mayes

Executive Leadership

- **Executive Director:** Caleb Rogan
- **Assistant Director:** Candace Williams
- **Program Director:** Aignes Rogan

Support Staff

- Javier Ruff
- Christopher Austin
- Pedro River
- Nattikah Crockett (Operations Manager)
- Norma Christon (Site Director)
- Brandie Lesson
- Alainna Toombs
- Danielle Borlay
- Kali Johnson
- Phyllis Cross
- Nichole Brown
- Harley Vaughn

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Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ROCKLIFE YOUTH
1304 DICKERSON PIKE
GOODLETTSVILLE, TN 37072

Date:
10/31/2024
Employer ID number:
99-0711828
Person to contact:
Name: Sairah Sajid
ID number: 5433247
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 13, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053419005674

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.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

May 21, 2025

Mr. CALEB M ROGAN
1304 DICKERSON PIKE
GOODLETTSVILLE, TN 37072 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: ROCKLIFE YOUTH LLC.
CO Number: CO51679
Renewal Date: 06/30/2026

Dear Mr. CALEB M ROGAN :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tracking Number
2025112066

Application to Renew Registration of a Charitable Organization

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO51679
Filed: 04/07/2025 09:45 PM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: ROCKLIFE YOUTH LLC.

Legal entity type of the Organization: Corporation

Business Services Control Number: 1492281 **FEIN:** 99-0711828

Initial Registration Date: 02/22/2024 **Renewal Date:** 06/30/2025

Has your fiscal year ending month changed since your last renewal?
☐ Yes ☑ No

Fiscal Year Ending Month: December

When and where was the organization legally established

Date: 12/13/2023 **Country:** USA **City/State:** NASHVILLE, TN **County:** Davidson

Has your Principal Office address changed since your last renewal?
☐ Yes ☑ No

Principal Office Address
1304 DICKERSON PIKE
USA, GOODLETTSVILLE, TN 37072

Has your Mailing address changed since your last renewal?
☐ Yes ☑ No

Mailing Office Address
1304 DICKERSON PIKE
USA, GOODLETTSVILLE, TN 37072

Contact Information for the Charitable Organization

Contact Name: Mr. CALEB M ROGAN

Telephone Number: (615) 243-7355

Email: caleb@rynashville.org

Current names used by the charity organization

CHURCH ON THE ROCK

Do you need to modify other names that the charity solicits under?
☐ Yes ☑ No

Has the organization registered in any other state(s)?
☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Does the charity have other offices, chapters, branches, affiliates or a parent?
☑ Yes ☐ No

Other offices

Name: CHURCH ON THE ROCK
Type: Parent
Telephone: (615) 243-7355
Fax:
Reporting Financial Activities: No

Address
1304 DICKERSON PIKE
GOODLETTSVILLE, TN 37072, USA

The category that best describes your organization
O - Youth Development

The charitable purpose of the organization
Provides afterschool programming and youth enrichment for students K-8 within Davidson County.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?
☑ Yes ☐ No

Tax Exemption Status: Tax-exempt
501(c) Exemption Type: 501(C)(3)
Date IRS Determination Letter Received: 12/13/2023
Last Fiscal Year Start: January 2024
Last Fiscal Year End: December 2024

Type of 990 Tax Form Filed: No 990 Filed

Gross Revenue

Direct and Indirect Public Contributions	$ 5,000.00
Government Grants	$ 0.00
Special Events and Activities	$ 0.00
Membership Dues	$ 0.00
Other Revenue	$ 0.00
Total Revenue	$ 5,000.00

Expenses

Total Program Expenses	$ 5,000.00
Management and General Expenses	$ 0.00
Fundraising Expenses	$ 0.00
Other Expenses	$ 0.00
Total Expenses	$ 5,000.00

Excess/Deficit For the Year (Total Revenue - Total Expenses)	$ 0.00

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

☐ Yes ☑ No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a "professional fund-raiser," "paid solicitor," "fund raising counsel," or "commercial co-venturer")?

☐ Yes ☑ No

Officer Information

Do you need to modify the current officers?

☐ Yes ☑ No

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Caleb Rogan

Date: 04/07/2025

Title: Custodian of Final Distributions

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: Bradford George Taylor

Date: 04/07/2025

Title: Chief Fiscal Officer

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Karen Johnson Davidson County
Batch# 1081678 CHARTER
12/13/2023 04:10:30 PM 3 pgs
Fees: $7.00 Taxes: $0.00
20231213-0096397

FILED

ARTICLES OF ORGANIZATION OF ROCKLIFE YOUTH LLC

The undersigned natural person, acting as an organizer of **Rocklife Youth LLC** (the "**Nonprofit LLC**"), a nonprofit single member limited liability company organized under the Tennessee Revised Nonprofit Limited Liability Company Act, Tennessee Code Section 48-101-801, et seq. (the "**Act**"), hereby adopts the following Articles of Organization:

1. The name of the Nonprofit LLC is "**Rocklife Youth LLC**."

2. (a) The complete address of the Nonprofit LLC's initial registered office in Davidson County, Tennessee is 1304 Dickerson Pike, Goodlettsville, TN 37072.

(b) The name of the Nonprofit LLC's initial registered agent to be located at such office is Rocklife Youth LLC.

3. The street address of the Nonprofit LLC's principal executive office in Davidson County, Tennessee is 1304 Dickerson Pike, Goodlettsville, TN 37072. The email address for the Nonprofit LLC is calebrogan@gmail.com.

4. The sole member of the Nonprofit LLC is Church on the Rock of Nashville, TN Inc., a Tennessee nonprofit corporation.

5. The Nonprofit LLC is organized and operated exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

6. The Nonprofit LLC will be member-managed.

7. Any Member of this Nonprofit LLC shall be a Section 501(c)(3) of the Internal Revenue Code organization or governmental unit under Section 170(c)(1) of the Internal Revenue Code or wholly owned instrumentalities of such governmental units. Further, if at any time, or from time to time, should a Member fail to meet such qualifications, such Member's membership rights shall be suspended until such time at the Member properly qualifies.

8. The membership interests of the Nonprofit LLC are not freely transferable. No assignment or other transfer of a Member's membership interest, or any part thereof, shall be effective unless as required under these Articles and the written operating agreement such transferee qualifies as a Member and such assignment or transfer has received the necessary prior written approval.

9. Any operating agreement, or other document serving in lieu and stead of an

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FILED

000171-1283 12/13/2023 1:09 PM Received by Tennessee Secretary of State Tre Hargett

ARTICLES OF ORGANIZATION
OF
ROCKLIFE YOUTH LLC

The undersigned natural person, acting as an organizer of **Rocklife Youth LLC** (the "**Nonprofit LLC**"), a nonprofit single member limited liability company organized under the Tennessee Revised Nonprofit Limited Liability Company Act, Tennessee Code Section 48-101-801, et seq. (the "**Act**"), hereby adopts the following Articles of Organization:

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7. Any Member of this Nonprofit LLC shall be a Section 501(c)(3) of the Internal Revenue Code organization or governmental unit under Section 170(c)(1) of the Internal Revenue Code or wholly owned instrumentalities of such governmental units. Further, if at any time, or from time to time, should a Member fail to meet such qualifications, such Member's membership rights shall be suspended until such time at the Member properly qualifies.

8. The membership interests of the Nonprofit LLC are not freely transferable. No assignment or other transfer of a Member's membership interest, or any part thereof, shall be effective unless as required under these Articles and the written operating agreement such transferee qualifies as a Member and such assignment or transfer has received the necessary prior written approval.

9. Any operating agreement, or other document serving in lieu and stead of an

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operating agreement as to this Nonprofit LLC, shall be in writing and shall be executed by the sole Member of the Nonprofit LLC. There shall be only one operating agreement at any time. Any new Member shall be bound by the written operating agreement of the Nonprofit LLC then in effect whether or not such new Member executes such operating agreement.

10. To the extent it does not conflict with the Act, any judgment creditor or other person or entity seeking to execute upon, or otherwise in any way seize, transfer, sell or encumber any Membership Interest of any Member or any holder of Financial Rights shall be specifically limited to the rights as so provided in Tennessee Code Annotated Section 48-249-509.

11. The liability of a Member or a Member as an Officer for breach of fiduciary duty shall be limited to the fullest extent permitted by the Act.

12. Any Officer or Member of the Nonprofit LLC shall be indemnified and held harmless by the Nonprofit LLC to the full extent permitted by the Act.

13. Upon the time of dissolution of the Corporation, assets shall be distributed by the Board of Directors, after paying or making provisions for the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Dated: December 13, 2023

ORGANIZER: _____

J. D. Payne

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Sylvia Johnson, Certified Public Accountant

862 Rodney Dr
Nashville, TN 37205

Independent Auditor's Report

March 9, 2025

To the Management of
Rocklife Youth LLC

Opinion

I have audited the accompanying financial statements of Rocklife Youth LLC (a nonprofit organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities and cash flow for the year then ended and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rocklife Youth LLC as of December 31, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of Rocklife Youth LLC and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my 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 Rocklife Youth LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

My 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 my 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 generally accepted 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 generally accepted auditing standards, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

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Sylvia Johnson, Certified Public Accountant
862 Rodney Dr
Nashville, TN 37205

- 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 Rocklife Youth LLC'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 my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Rocklife Youth LLC's ability to continue as a going concern for a reasonable period of time.

I am 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 I identified during the audit.

Sylvia Johnson

Sylvia Johnson
Certified Public Accountant

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Rocklife Youth LLC
Statement of Financial Position
December 31, 2024

ASSETS	
Current Assets	
Total Cash and Cash Equivalents	$ 80,617
Total Accounts Receivable	-
Total Current Assets	80,617
Fixed Assets	
Total Fixed Assets	-
Accumulated Depreciation	-
Total Fixed Assets	-
TOTAL ASSETS	$ 80,617
LIABILITIES & EQUITY	
Liabilities	
Payroll Liabilities	$ -
Total Liabilities	-
Equity	
Unrestricted Assets	80,617
Restricted Assets	
Total Equity	80,617
TOTAL LIABILITIES & EQUITY	$ 80,617

See Independent Auditor's Report
The accompanying notes are an integral part of these financial statements.

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Rocklife Youth LLC
Statement of Activities
For the Fiscal Year Ended December 31, 2024

CHANGES IN UNRESTRICTED NET ASSETS	
Revenue and Support	
Government Grants and Contracts	$ 372,612
State of Tennessee Grants	34,060
Total Revenue and Support	406,672
Expenses	
Management and General Expenses	
Contract and Professional Fees	4,018
Rent	12,571
Utilities	3,626
Office Expense	6,406
Total Management and General Expenses	26,621
Program Expenses	
Payroll Expenses	214,431
Other Program Costs	147,835
Total Program Expenses	
Total Expenses	362,266
Change in Net Assets	
Unrestricted Assets	44,406
Total Change in Net Assets	44,406
Net Asset at Beginning of Year	36,211
Net Assets at End of Year	$ 80,617

See Independent Auditor's Report
The accompanying notes are an integral part of these financial statements.

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Rocklife Youth LLC
Statement of Cash Flows
For the Fiscal Year Ended December 31, 2024

OPERATING ACTIVITIES		
Net Income	$	44,406
Adjustments to reconcile Net Income to Net Cash provided by operations:		-
Net cash provided by operating activities		44,406
INVESTING ACTIVITIES		
Net cash provided by investing activities		-
FINANCING ACTIVITIES		
Net cash provided by financing activities		-
Net cash increase for period		44,406
Cash at beginning of period		36,211
Cash at end of period	$	80,617

See Independent Auditor's Report
The accompanying notes are an integral part of these financial statements.

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Rocklife Youth LLC
Notes to Financial Statement
For the Period Ending December 31, 2024

Note 1 – Nature of Activities and Summary of Significant Accounting Policies

Nature of Activities

Rocklife Youth LLC is a nonprofit organization whose mission is to enrich the lives of youth in Nashville through year-round, out-of-school time initiatives that help youth develop passion for purpose.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles and recommendations of the American Institute of Certified Public Accountants in its industry audit and accounting guide, "Not-for-Profit Organizations."

Cash and Cash equivalents

For purposes of the Statement of Financial Position, the company considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Donated Services

Many hours of donated services have been been received. It is therefore impractical to estimate a value for these services, as such, no value has been placed on these services in the financial statements.

Fixed Assets

Fixed assets and other property are recorded at historical cost or at the estimated fair market value as determined by church management. Fixed assets are depreciated over their estimated useful lives using the straight-line-method.

Revenue Recognition

The primary source of support is from grants. Revenue is recognized when cash or property is received. Revenues received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on its existence or nature.

Income Taxes

The organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, there are no provisions for income taxes.

Use of Estimates

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

Subsequent Events

Management has evaluated subsequent events through March 9, 2025, the date the financial statements were available to be issued. The subsequent events occuring in the immediate period following the review date that have any material effect on the organization or financial statements have been noted in the related section.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Signature of Authorized Representative
Name: Caleb Rogan
Title: Executive Director
Agency Name: Rocklife Youth
Date: 8/15/2025

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Signature of Authorized Representative
Name: Caleb Rogan
Title: Executive Director
Agency Name: Rocklife Youth
Date: 08/15/2025

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Caleb Rogan, acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): Caleb Rogan

Signature:

Date: 8/15/2025

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: STARS Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Mr. Dinwiddie,

Juvenile Court values the services that STARS provides to reduce youth violence in our community. I am pleased to inform you that the Youth Overcoming Drub Abuse (YODA) located at 1704 Charlotte Ave, Suite 200, Nashville, Tennessee, 37203 is hereby awarded **twenty-five thousand ($25,000.00)** dollars to continue program services for the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include STARS amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
STARS

This Grant Contract issued and entered pursuant to **RS2025 - _____** by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **STARS** hereinafter referred to as the **"Grantee,"** is for the **Youth Overcoming Drug Abuse (YODA)** program to **provide free intensive outpatient A&D treatment services for adolescents, ages 13 – 18 who are uninsured or have insurance that will not pay for treatment** as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS STARS (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS an annual average of 218.000 persons aged 12 or older used illicit drugs in the past year; and,

WHEREAS the Grantee will serve adolescents ages 13 to 18 in Davidson County; and,

WHEREAS the Grantee will provide free inpatient alcohol and drug treatment services; and,

WHEREAS the Grantee's goals include:

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Goal 1: To intervene in the rapid progression of substance use disorder, and chemical dependency during critical developmental stages.

Objective 1.1: Clients will show an increase in drug refusal skills.

Activity 1. YODA program participants will participate in an eighteen-session, outpatient treatment program that uses the following research-based interventions: Hazelden Matrix Model, Hazelden Adolescent Co-occurring Disorders, Adolescent Community Reinforcement Approach (ACR-A), Motivational Interviewing, and Cognitive Behavioral Therapy. The main topics include relapse prevention, drug education and drug-refusal skills.

Goal 2: Clients will learn and practice healthy coping skills.

Objective 2.1: Clients will show an increase in healthy coping skills.

Activity 2.1: YODA program participants will participate in an eighteen-session, outpatient treatment program that uses the following research-based interventions: Hazelden Matrix Model, Hazelden Adolescent Co-occurring Disorders, Adolescent Community Reinforcement Approach (ACR-A), Motivational Interviewing, and Cognitive Behavioral Therapy. The main topics include relapse prevention, drug education and drug-refusal skills.

WHEREAS Measurable outcomes include:

1) 65% of youth who complete the program will show a reduction in the rate of re-offenses with Juvenile Court.

2) 70% of youth who complete the program will have increased connection to people, places and experiences that support healthy development.

3) 70% of youth who complete the program will show an increase in cognitive skills and knowledge related to healthy alternatives.

WHEREAS, Juvenile Court and **STARS** propose to utilize **twenty-five thousand (25,000.00) dollars,** of the CPF grant to fund the grantee to serve Davidson County adolescents ages 13-18 who are uninsured or have insurance that will not pay for outpatient A&D treatment.

A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

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SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.**

In no event shall the maximum liability of Metro under this Grant Contract exceed **twenty-five thousand ($25,000.00) dollars.** The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

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C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and

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Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee. Grantees who have not already submitted the form to Metro will have thirty (30)

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days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

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D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro

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grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

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D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

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D.11. **Insurance.**

The Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall 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 Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as

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provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be 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 Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds

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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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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.

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D.23. **Lobbying.**

The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability**.

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

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

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D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

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Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

Recipient:

Name: Roger Dinwiddie
Title: CEO
Agency Name : STARS
Address : 1704 Charlotte Ave. Suite 200
City : Nashville, State : Tennessee, Zip : 37203
Phone : 615-983-6821
Email : prdinwiddie@starsnashville.org

D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Rodger Dodd (STARS)

By: Rodger Dodd

Title: CEO

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennifer Reed/mjw
62377A2A87424B9...
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 5th day of August, 2025

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C94942435...
Metropolitan Attorney

Notary Public

Erica Combs

ERICA COMBS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2028

My Commission expires 3-8-2028

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB50844A2DE04C4...
Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4F442B736222443...
Department Head

DocuSigned by:
Balogun Cobb
68804BF12FD741C...
Director of Insurance

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ATTACHMENT 1

FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process
No Subcontracting Allowed
(Notice: All funding decisions will be made by an independent civilian review board)
Funding is Contingent Upon the Final Passage of the FY 2026 Metro Budget

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	STARS
Name of program to be funded.	Youth Overcoming Drug Abuse (YODA)

Is the applicant a prior Metro CPF recipient?

☒ Yes ☐ No

1. Year of funding: 2024
2. Amount funded: $50,000

Is the applicant a prior year Metro Direct Appropriation recipient?

☐ Yes ☒ No

1. Year of funding: Click or tap here to enter text.
2. Amount funded: Click or tap here to enter text.

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	Name: Rodger Dinwiddie Title: CEO Phone number:615-983-6821 Email:prdinwiddie@starsnashville.org
Individual completing application.	Name: Sandy Schmahl Title: COO Phone number:615-983-8729 Email:sschmahl@starsnashville.org
Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	Name: James Bush Title: Director of Treatment Services Phone number:615-983-6803 Email:jbush@starsnashville.org

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	Name: Cynthia Whetstone Title: CFO Phone number:615-893-6801 Email:cwhetstone@starsnashville.org

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

1. Program serves residents of Nashville, Davidson County only.
   ☒ Yes ☐ No

2. A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S. C. A.

   ☒ Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes ☒ No
   If yes, (Explain) Click or tap here to enter text.

   ☒ Required Attachment: Copy of the agency's 501 (c) (3) document with this application.

OR

B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided by 26 U.S.C.A.

   ☐ Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (6) status? ☐ Yes ☐ No
   If yes, (Explain) Click or tap here to enter text.

   ☐ Required Attachment: Copy of the agency's 501 (c) (6) document with this application.

AND

3. Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.

   ☒ Yes ☐ No
   If yes, has there been a change in the applicant's non-profit status? ☐ Yes ☒ No
   If yes (Explain) Click or tap here to enter text.

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☒ Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

   ☒ **Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.**

AND

5. Applicant must be in compliance with grant contract award requirements from Metro in any previous year(s).

   ☒ Yes ☐ No

If yes, when was the last time the applicant was audited by Metro? Feb 2025 for 6.30.24 funding cycle. We are currently in process of completing our audit. Our exit conference is scheduled for Friday, May 16, 2025.

Was the applicant in compliance?

☒ Yes ☐ No (As far as we know)

If no, did the applicant correct Metro audit concerns to Metro's satisfaction?

☐ Yes ☐ No

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

1. ☒ Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.

   "Audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.

   ☒ Attach an annual audit conducted by an independent CPA attached.

   Requested Grant Funding Amount: $50,000

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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- **Minimum Requested Amount:**$35,000
- **Maximum Requested Amount:**$50,000

2. ☐ **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

   "Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

   ☐ Attach a review of financial statements conducted by an independent CPA.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount:**Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

3. ☐ **Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.

   "Compilation of Financial Statements" means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.

   ☐ Attach a compilation of financial statements prepared by an independent CPA.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount:**Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

4. ☐ **Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.

   "Internally prepared financial statements" means financial statements prepared by the organization's chief financial officer and/or bookkeeper.

   ☐ Attach an internally prepared financial statement attached.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount:**Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

Font will not be smaller than 11-font size. Applicant may use single or double spacing. Do not exceed 12 typed pages.

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SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

1. Provide the agency's vision statement: The vision of YODA is to intervene in the rapid progression of substance use disorder and chemical dependency during critical developmental stages. We believe that chemical dependency affects the adolescent across multiple domains: school, family, socially and legally, and that without an appropriate intervention the likelihood of a life-long addiction can occur. Adolescents who are in need of substance misuse services do not typically respond well to the traditional didactic adult model of chemical dependency treatment. Therefore, we believe that treatment interventions must be specific to adolescent populations to restore and/or improve functioning; and, to support the integration of the person-served into the community.

2. Provide the agency mission statement: To help young people pursue their unlimited potential by providing hope, health, and connection.

3. Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values. All young people have equitable access to mental health supports. STARS YODA program aligns seamlessly with the mission, vision and values of Davidson County Juvenile Court. Our primary aim is to provide crucial support for youth on their journey through treatment and becoming a successful adult, fostering accountability and creating a safe space for authenticity. We actively promote systematic change that enhances the lives of youth and their families, empowering them to make positive changes given the right opportunities and environment.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

1) Briefly describe your agency's need/problem for program funding with a fact-based and data driven statement.

According to SAMHSA, in the Nashville-Davidson-Murfreesboro-Franklin MSA, an annual average of 218,000 persons aged 12 or older used any illicit drug in the past year. This represents 18.1 percent of the MSA population and is higher than the rates for the State of Tennessee (14.5 percent) and the Nation as a whole (14.7 percent). And, 9.3 percent or 111,000 persons aged 12 or older

2) Briefly describe how funds will continue to help your agency meet program needs.

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Funds will directly impact our clinical team's ability to provide free intensive outpatient treatment services for Davidson County residents, ages 13 – 18 years old and are uninsured or have insurance that will not pay for treatment.

3) Briefly describe how your Agency promotes equity in the community.

STARS has a proven history in providing equitable access to care and services. STARS ensures non-discriminatory and respectful services to recipients and families by employing cultural competency practices. Ongoing improvement and widespread dissemination of these efforts evidences STARS commitment to the provision of culturally appropriate services and care.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: Intervene in the rapid progression of substance use disorder and chemical dependency during critical developmental stages.

Objective 1.1: Clients show an increase in drug refusal skills
Activity 1.1: YODA program participants will participate in an eighteen-session, outpatient treatment program that uses the following research-based interventions: Hazelden Matrix Model, Hazelden Adolescent Co-occurring Disorders, Adolescent Community Reinforcement Approach (ACR-A) Motivational Interviewing, and Cognitive Behavioral Therapy. The main topics include: relapse prevention, drug education and drug-refusal skills.

Objective 1.2: Click or tap here to enter text.
Activity 1.2: Click or tap here to enter text.

Goal 2: Learning and practicing healthy coping skills.

Objective 2.1: Clients show an increase in pro-social behavior
Activity 2.1: YODA program participants will participate in an eighteen-session, outpatient treatment program that uses the following research-based interventions: Hazelden Matrix Model, Hazelden Adolescent Co-occurring Disorders, Adolescent Community Reinforcement Approach (ACR-A) Motivational Interviewing,

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and Cognitive Behavioral Therapy. The main topics include: relapse prevention, drug education and drug-refusal skills.

Objective 2.2: Click or tap here to enter text.
Activity 2.2: Click or tap here to enter text.

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals, objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

1) 65% of youth who complete the program will show a reduction in the rate of re-offenses with Juvenile Court.
2) 70% of youth who complete the program will have increased connection to people, places and experiences that support healthy development.
3) 70% of youth who complete the program will show an increase in cognitive skills and knowledge related to healthy alternatives

SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.): We utilize audits of the following: our progress notes; patient progress conducted within six months through on-site interview utilizing the ASI, or telephone interview (if the client can be reached); and an audit of drug court proceedings and information gathered from probation officers. All clients, who have successfully completed treatment services, complete a client satisfaction survey at the end of treatment services which measures the clients coping skills; program impact on recovery; ability to self-regulate behaviors; value of group interventions; perceived impact of hopefulness; feelings of safety outside program; and perceived impact on life activities. All of these audits and reports will be made available to the Juvenile Court.

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Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed. YODA clients will be evaluated during intake, and at discharge with the Teen Addiction Severity Index (T-ASI). We utilize audits of the following: our progress notes; patient progress conducted within six months through on-site interview utilizing the ASI, or telephone interview (if the client can be reached); and an audit of drug court proceedings and information gathered from probation officers. All clients complete a client satisfaction survey at the end of treatment services which measures the clients coping skills; program impact on recovery; ability to self-regulate behaviors; value of group interventions; perceived impact of hopefulness; feelings of safety outside program; and perceived impact on life activities. All of these audits and reports will be made available to the Juvenile Court. Should there be a need to take corrective action, our Compliance Officer would work with the Compliance committee to investigate and amend any infractions found.

Discuss how the agency shares data with the agency's board and other community partners. STARS is dedicated to data transparency providing bi-monthly reports to our Board of Directors detailing programmatic updates, staffing changes, financial updates, and any other significant challenges or opportunities. We share evaluation data and programmatic implementation updates with our community partners on an annual basis, or upon request.

SECTION 9: PROGRAM INPUTS

Discuss the factors (inputs) dedicated to this program to conduct its' activities and to achieve its goals and objectives.

1. Agency resources: STARS provides clinical supervision to all our clinicians, who meet regularly to review client charts and progress. STARS is dedicated to the professional development of all our clinicians offering annual PD trainings and opportunities via our RELIAS system.

2. Agency collaborations: YODA staff sit on the treatment team of Juvenile Drug Court as clinical consultants and collaborators with probation officers and other legal, social and mental health providers. Our staff are members of the Tennessee Association of Alcohol, Drug & other Addiction Services, a statewide, consumer-oriented association representing consumers in recovery, family members, healthcare professionals & providers, to educate, support and engage our members and public, influence policy and advocate for prevention, treatment and recovery services.

3. Evidence-based programming: The YODA model centers around evidence-based therapeutic practices including cognitive behavioral and motivational enhancement therapies offered with consideration of the realities and diversity of our patients. We believe that there is no wrong door to treatment for substance misuse and mental health disorders. Mental health disorders are addressed either by our direct services or a collaborating partner in our service community.

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include output measures (program activities) which *are process measures that* quantify the activities of a

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program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.

Discuss the agency's program monitoring process to evaluate program progress and effectiveness: We utilize audits of the following: our progress notes; patient progress conducted within six months through on-site interview utilizing the ASI, or telephone interview; and an audit of drug court proceedings and information gathered from probation officers. All clients complete a client satisfaction survey at the end of treatment services which measures the clients coping skills; program impact on recovery; ability to self-regulate behaviors; value of group interventions; perceived impact of hopefulness; feelings of safety outside program; and perceived impact on life activities. All of these audits and reports will be made available to the Juvenile Court.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections: We utilize audits of the following: our progress notes; patient progress conducted within six months through on-site interview utilizing the ASI, or telephone interview; and an audit of drug court proceedings and information gathered from probation officers. All clients who successfully complete the program complete a client satisfaction survey at the end of treatment services which measures the clients coping skills; program impact on recovery; ability to self-regulate behaviors; value of group interventions; perceived impact of hopefulness; feelings of safety outside program; and perceived impact on life activities. All of these audits and reports will be made available to the Juvenile Court. Should there be a need to take corrective action, our Compliance Officer would work with the Compliance committee to investigate and amend any infractions found.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTNG PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports. STARS uses a cloud-based general ledger accounting software that is capable of segregating revenue and expenses by designated funding sources ensuring grant funds are not co-mingled. STARS has experienced and qualified accounting personnel that monitor transactions ensuring 2 C.F.R 200 Uniform Administrative Requirements are followed. STARS monitors and follows all written policies related to internal controls, conflict of interests, purchasing and procurement, segregation of duties and travel policies. STARS financial statements are approved on a monthly basis by the board and the agency has an audit completed each year by an independent accounting firm.

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SECTION 13: SUSTAINABILITY PLAN
Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future. Due to the diversity of our funding sources, our evidence-based prevention, intervention and treatment programs are not reliant upon one source of financial support. STARS is diligent to ensure the agency maintains a healthy balance of unrestricted cash on hand. The budget is monitored throughout the year and adjustments are made when necessary to keep the bottom line as close to break-even as possible. STARS hosts two annual events each year: HART GOLF CLASSIC ($25K); FARM TO TABLE(AUX) fundraising with art and silent auction ($75K). We have returned to in-person events and adhere to all CDC guidelines. Along with this, STARS has a proven history in its ability to leverage funds into each county we serve, whether by United Way support, private foundations, corporate support, or individual donors.

SECTION 14: REQUIRED ATTACHMENTS
1. Budget ☒ 2. Budget narrative ☒ 3. Agency organizational chart ☒ 4. Copy of the agency's 501 (c) (3) document.☒ or 501 (c) (6) document ☐ 5. Copy of the agency's Articles of Incorporation as a non-profit and registration identification number ☒ 6. Financial Information according to total annual revenue level choses in Section 3 ☒

JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION	
Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT. Ms. Nicole Whitlock, M.P.A, CMFO, CICA (615) 880-2368 NicoleSWhitlock@jisnashville.gov	Metro Juvenile Court Special Projects Manager Mrs. Shelley Hudson, M.A. (615) 862-8079 shelleyhudson@jisnashville.gov

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AMENDED GRANT BUDGET

AGENCY NAME: STARS Nashville
Youth Overcoming Drug Abuse (YODA)
Metro CPF Funds

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	$ 17,814.17	$0.00	$17,814.17
	Benefits and Taxes (19.5%)	$3,473.76	$0.00	$3,473.76
	Professional Fees	$3,223.00	$0.00	$3,223.00
	Supplies	$489.07	$0.00	$489.07
	Communications	$0.00	$0.00	$0.00
	Postage and Shipping	$0.00	$0.00	$0.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental and Maintenance	$0.00	$0.00	$0.00
	Printing and Publications	$0.00	$0.00	$0.00
	Travel/Conferences and Meetings	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance to Individuals	$0.00	$0.00	$0.00
	Other Non-Personnel	$0.00	$0.00	$0.00
	GRAND TOTAL	**$25,000.00**	**$0.00**	**$25,000.00**

Total Match Amount	$0.00		
Total Match Percentage	0.0000%	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursement)

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: STARS Nashville

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	
Position 1: *Primary Specialist; $63,271* @ 25%	$ 15,817.75
Position 2: *IOP Program Director; $86425* @2.31	$ 1,996.42
Benefits-19.5% for FICA, Medical, Life, LTD, Worker Comp, 401K March	$3,473.76
Repeat row(s) as Necessary	$0.00
TOTAL	**$21,287.93**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
Dr. Fottrell - Medical Director - $250 per month	$3,000.00
Puryear -Noonan CPAs Pro-rata Share of Uniform Guidance Audit $15,950 @ 1.4%	$223.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$3,223.00**

SUPPLIES:	AMOUNT
Snacks for group time - water, pizza, snack crackers, etc	$ 400.00
Miscellaneous Office supplies - post it notes, paper, pens, copies, file folders, etc	$ 89.07
	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$489.07**

COMMUNICATIONS:	AMOUNT
	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

POSTAGE AND SHIPPING:	AMOUNT
	$0.00
TOTAL	**$0.00**

OCCUPANCY:	AMOUNT
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

EQUIPMENT RENTAL AND MAINTENANCE:	AMOUNT
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

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PRINTING AND PUBLICATIONS:	AMOUNT
	$0.00
TOTAL	**$0.00**

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

INSURANCE:	AMOUNT
Repeat row (s) as Necessary	$0.00
TOTAL	**$0.00**

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

OTHER NON-PERSONNEL:	AMOUNT
	$0.00
	$0.00
Repeat row(s) as Necessary	$0.00
TOTAL	**$0.00**

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COMMUNITIY PARTNERSHIP FUND: COMMUNITY HEALTH GRANT
SPENDING PLAN BUDGET NARRATIVE

The applicant is required to attach a Spending Plan Narrative, which supports items and clarifies any budget item whose relationship to the proposal narrative is not obvious. The Spending Plan Narrative should be typed in this Word form. It justifies or explains Spending Plan items, relates them to project activities, and demonstrates that all costs are reasonable. For example, the narrative should explain how fringe benefits were calculated, how travel costs or other costs were estimated, or why particular equipment or supplies must be purchased in order to implement the strategies proposed.

There is no word limit in the Spending Plan Budget Narrative.

Salaries: Includes Primary Specialist at 11 hours per week for 48 weeks to provide education and support to IOP group participants. $63,271 Annual Salary @ 25.0% of time = $15,817.75
IOP Program Director to provide leadership and oversight at 1 hours per week for 48 weeks = 2.31% of time. $86,425.00 Annual Salary @ 2.31% of time = $1,996.42 ($15,817.75 + $1,996.42) = **$17,814.17 Budget.**

Benefits: Benefits include health insurance, as well as Dental, Life and LTD insurance; Worker's Compensation insurance; 401 K match, FICA & SUTA taxes. Benefits are charged in a cost pool at 19.5% of salaries. - $17,814.17 @19.5% = **$3,473.76 Budget.**

Professional Fees: Dr. Anne Fottrell, Contracted Medical Director for IOP program. $250 per month for 12 months = $3,000. Puryear-Noonan, CPAs Uniform Guidance Audit Fee allocated based on grant revenue ratio. Fee $15,950 @ 1.4% = $223. ($3,000 + $223) = **$3,223 Budget**.

Supplies: Snacks for IOP Group time at an average of $100 per quarter @ 4 quarters - $400; plus miscellaneous office supplies such as folders, pens, paper, etc. @ $89.07. ($400 + $89.07) = **$489.07 Total Supplies Budget**.

Grand Total Cost of Services = $25,000.

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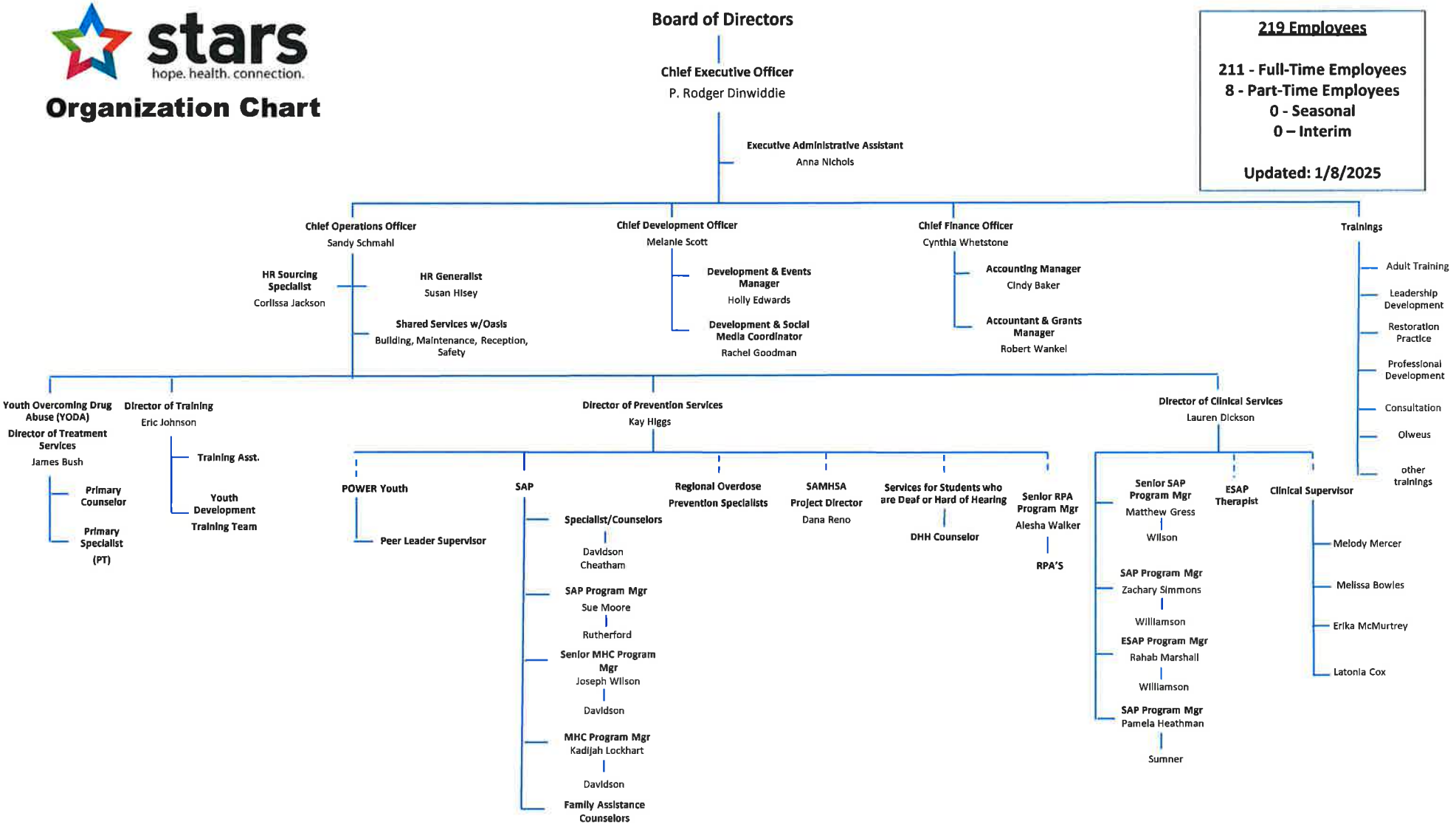
stars
hope. health. connection.

Organization Chart

219 Employees

211 - Full-Time Employees
8 - Part-Time Employees
0 - Seasonal
0 – Interim

Updated: 1/8/2025



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IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248162362
Jan. 21, 2010 LTR 4168C E0
62-1285699 000000 00
00012691
BODC: TE

STARS NASHVILLE
1704 CHARLOTE AVE STE 200
NASHVILLE TN 37203

015226

Employer Identification Number: 62-1285699
Person to Contact: Mr.McQueen
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 11, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 2001.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

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0248162362
Jan. 21, 2010 LTR 4168C E0
62-1285699 000000 00
00012692

STARS NASHVILLE
1704 CHARLOTE AVE STE 200
NASHVILLE TN 37203

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

March 31, 2025

Mr. P. RODGER DINWIDDIE
1704 CHARLOTTE AVENUE, SUITE 200
NASHVILLE, TN 37203 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: STARS NASHVILLE
CO Number: CO3006
Renewal Date: 12/31/2025

Dear Mr. P. RODGER DINWIDDIE :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

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Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 07/16/07
REQUEST NUMBER: 6094-0404
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 07/16/07 0932
EFFECTIVE DATE/TIME: 07/16/07 1630
CONTROL NUMBER: 0388471

TO:
CENTER FOR YOUTH ISSUES NASHVILLE INC
2416 HILLSBORO RD
SUITE 200
NASHVILLE, TN 37212

RE:
STARS NASHVILLE
ARTICLES OF AMENDMENT TO THE CHARTER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF AMENDMENT TO THE CHARTER ON DATE: 07/16/07

FROM:
CENTER FOR YOUTH ISSUES - NASHVILLE, INC
PO BOX 24875

NASHVILLE, TN 37202-0000

	FEES	
RECEIVED:	$20.00	$0.00
TOTAL PAYMENT RECEIVED:		$20.00

RECEIPT NUMBER: 00004239435
ACCOUNT NUMBER: 00471154

SS-4458

RILEY C. DARNELL
SECRETARY OF STATE

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (Nonprofit)

FILED
For Office Use Only
RECEIVED
STATE OF TENNESSEE
2007 JUL 16 AM 9:32
RILEY DARNELL
SECRETARY OF STATE

CORPORATE CONTROL NUMBER (IF KNOWN) 0388471

PURSUANT TO THE PROVISIONS OF SECTION 48-60-105 OF *THE TENNESSEE NONPROFIT CORPORATION ACT*, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
Center For Youth Issues - Nashville, Inc.
IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
STARS Nashville

2. PLEASE MARK THE BLOCK THAT APPLIES:

☐ AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
☒ AMENDMENT IS TO BE EFFECTIVE, April 12, 2007 (MONTH, DAY, YEAR)
(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

3. PLEASE INSERT ANY CHANGES THAT APPLY:

A. PRINCIPAL ADDRESS: _____ (STREET ADDRESS)
_____ (CITY) _____ (STATE / COUNTY) _____ (ZIP CODE)
B. REGISTERED AGENT: _____
C. REGISTERED ADDRESS: _____ (STREET ADDRESS)
_____ (CITY) TN (STATE) _____ (ZIP CODE) _____ (COUNTY)
D. OTHER CHANGES: _____

4. THE CORPORATION IS A NONPROFIT CORPORATION.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF MEMBERSHIPS IS AS FOLLOWS:

6. THE AMENDMENT WAS DULY ADOPTED ON April 12, 2007 (MONTH, DAY, YEAR) BY (Please mark the block that applies):

☐ THE INCORPORATORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.
☒ THE BOARD OF DIRECTORS WITHOUT MEMBER APPROVAL, AS SUCH WAS NOT REQUIRED.
☐ THE MEMBERS

7. INDICATE WHICH OF THE FOLLOWING STATEMENTS APPLIES BY MARKING THE APPLICABLE BLOCK:

☒ ADDITIONAL APPROVAL FOR THE AMENDMENT (AS PERMITTED BY §48-60-301 OF THE TENNESSEE NONPROFIT CORPORATION ACT) WAS NOT REQUIRED.
☐ ADDITIONAL APPROVAL FOR THE AMENDMENT WAS REQUIRED BY THE CHARTER AND WAS OBTAINED.

Executive Director
SIGNER'S CAPACITY

SIGNATURE

July 11, 2007
DATE

Rodger Dinwiddie
NAME OF SIGNER (TYPED OR PRINTED)

SS-4416 (Rev. 10/01) Filing Fee: $20 RDA 1678

0054-0494

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AMENDED AND RESTATED CHARTER OF

CENTER FOR YOUTH ISSUES-NASHVILLE, INC.

CHANGING THE CORPORATE NAME TO

STARS NASHVILLE

3876 9465

Pursuant to the provisions of Sections 48-60-101 and 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following amended and restated charter:

1. **Name.** The name of the corporation is

STARS NASHVILLE

2. **Public Benefit.** This corporation is a public benefit corporation.

3. **Registered Office and Registered Agent.** The complete address of the corporation's initial registered office in Tennessee is 2416 Hillsboro Road, Suite 200, Nashville 37212, in Davidson, County. The name of the registered agent at that address is P. Rodger Dinwiddie.

4. **Incorporator.** The name and complete address of the incorporator are Martin L Pierce, Chambliss, Bahner & Stophel, P.C., 1000 Tallan Building, Two Union Square, Chattanooga, Tennessee 37402-2500.

5. **Principal Office.** The complete address of the principal office of the corporation in the State of Tennessee shall be 2416 Hillsboro Road, Suite 200, Nashville 37212 in Davidson County.

6. **Nonprofit.** The corporation is nonprofit.

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7. **Purposes.** The purposes for which this corporation is organized are the establishment and support of any religions, charitable, scientific, literary or educational activities, within the meaning of Section 501(c)(3) of the Internal Revenue Code, either directly or indirectly through its cooperation with public or private agencies having like purposes or objects, including, but not limited to:

To assist students in making healthy lifestyle choices and refrain from the use of alcohol and other drugs and violence.

To solicit, collect, receive, accumulate, administer and disburse funds and property in such a manner as will, in the sole discretion of the board of directors, most effectively operate to further religious, charitable scientific, literary, or educational purposes, either directly or by contributions to any organization described in Section 501(c)(3) of the Internal Revenue Code, with the exception of the organizations testing for public safety.

To do any or all of the things hereinabove set forth, and all things usual, necessary or proper in furtherance of or incidental to said purposes.

8. **Powers.** As a means of accomplishing the purposes for which it is organized, the corporation shall have the rights and powers now or hereafter conferred upon nonprofit corporations by the laws of the State of Tennessee, including but not by way of limitation, those enumerated in Sections 48-53-102 and 48-53-103 of the Tennessee Code Annotated (Official Edition), and limited in certain respects as follows:

The purposes for which the corporation is organized are exclusively religious, charitable, scientific, literary, and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code.

The corporation shall not be operated for the primary purpose of carrying on a trade or business for profit. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, it members, trustees, directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the corporate purposes.

Except as may be permitted from time to time under Section 501 of the Internal Revenue Code, no substantial part of the activities of the corporation shall consist

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of carrying on propaganda, or otherwise attempting to influence legislation; and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office; nor shall the corporation engage in any activities that are unlawful under applicable federal, state or local laws.

The territory in which the corporation's operations are principally to be conducted is the United States of American; the corporation may conduct operations in foreign countries, subject, however, to the laws of Tennessee, or any restrictions or limitations under federal law.

The corporation is not being formed for any purpose for which there are other specific statutory provisions in the State of Tennessee concerning it formation and is not being organized for a purpose or purposes which require authorization under the laws or statutory regulations of the State of Tennessee.

But if this corporation shall undertake to do any of the things hereinabove set forth in any state other than Tennessee, in the District of Columbia, in any territory, colony or dependency of the United States, or in any foreign country or any colony or dependency thereof, then as to such jurisdictions and to each of them, this corporation shall be deemed to have such powers insofar as such jurisdictions to execute such powers.

Notwithstanding any other provisions of this charter, the corporation shall not carry on activities not permitted to be carried on (1) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code and (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of such Code so long as they may be in effect.

9. **No Members.** This Corporation shall have no members.

10. **Directors.** There shall be no fewer than three (3) members of the board of directors. The bylaws may provide that the directors be divided into two (2) or more classes for terms of office which may expire at different times.

11. **Limited Liability of Directors.** The personal liability of each director of the corporation for monetary damages for breach of fiduciary duty as a director shall be eliminated to the full extent permitted by Section 48-52-102(b)(3) of the Tennessee Code Annotated.

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12. Indemnification. The corporation shall indemnify any individual who is a party to a proceeding because such individual is or was a member of the Board of Directors, or an office of the corporation or an employee or agent of the corporation against any liability incurred in the proceeding and, prior to the disposition thereof, advance the reasonable expenses incurred by such individual to the extent permitted under Sections 48-58-502, 48-59-504 and 48-58-507 of the Tennessee Code Annotated. The determination of entitlement to indemnification and advancement of expenses shall be made in accordance with Section 48-58-506 of the Tennessee Code Annotated. Every reference herein to a member of the Board of Directors, office, employee or agent of the corporation shall include every director, office employee and agent thereof and every former director, officer, employee and agent thereof. The right to indemnification herein provided shall be in addition to any and all rights to which any director, office, employee or agent of the corporation might otherwise be entitled and provisions hereof shall neither impair nor adversely affect such rights.

13. Dissolution. In the event of dissolution, the residual assets of the corporation will be turned over to one or more organizations which themselves are exempt as organizations described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code or to the federal, state, or local government for exclusively public purposes.

14. Amendments. The provisions of this amended and restated charter are subject to amendments as provided under the laws of the State of Tennessee; provided that no provision shall be changed, modified or repealed in such a manner as to be inconsistent with the objects and purposes for which this corporation is formed.

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15. Other Provisions. This corporation shall enjoy and be subject to the benefits, privileges and immunities, restrictions, liabilities and obligations, as provided for nonprofit corporations generally by the law of the land and which are held applicable to nonprofit corporations organized under the provisions of Title 48 of the Tennessee Code Annotated (Official Edition) or such title as amended or modified.

16. Internal Revenue Code and Regulations. All References in this charter to the Internal Revenue Code shall include the Internal Revenue Code of 1986 as it now exists, future amendments to the sections cited, and corresponding sections of future laws, together with all valid regulations thereunder.

This Amended and Restated Charter amends the original Charter of the corporation which was granted by the Secretary of State of Tennessee on April 26, 2000, to change the name of the corporation. The amendment and restatement of the charter were duly adopted by the Board of Directors by unanimous Action by Written Consent dated April 12, 2007..

Executed: July 11, 2007.

STARS NASHVILLE

By _____
Rodger Dinwiddie, Executive Director

0054-0095

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STARS NASHVILLE

FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

JUNE 30, 2024 AND 2023

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STARS NASHVILLE

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STARS Nashville
Roster of Board of Directors and Leadership
As of June 30, 2024

Officers of Board of Directors

Erin Tomlinson	Chairman
Rita McDonald	Past Chairman
John Thetford	Chairman Elect
Rob Barrick	Treasurer
Jamaal Oldham	Secretary
Sperry Bell Simmons	Co-Development Chair
Paige Kisber	Co-Development Chair
Carnell Elliott	Building Chair
Casey Mulligan	Associate Board Liaison

Board of Directors

Kerry Burke	Andrew Maraniss
Karen Chan	Mary Martin
Aabesh De	Lizzie McKeand
Patrick Fears	Ellis Metz
Lisa Fisch	Renease Perkins
Katie Grant	Durham Pettigrew
Rasheen Hartwell	Mary Leigh Pirtle
Tracey Henry	Andrew Quinn
Richard Howell	Robert Rosario
Ellie Ivancich	Andrew Solinger
Nicole Jones	Richard Stone
Sharon Kay	Grace Sweeney
Tyler Layne	Alden Ward
Shelby Lomax	James Williams

Leadership

Rodger Dinwiddie	Chief Executive Director
Erin Daunic	Chief Development Officer
Sandy Schmahl	Chief Operations Officer
Cynthia Whetstone	Chief Finance Officer

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PURYEAR & NOONAN, CPAs

Independent Auditor's Report

To the Board of Directors
STARS Nashville
Nashville, Tennessee

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of STARS Nashville (the Organization), a non-profit organization, which comprise the statements of financial position as of June 30, 2024 and 2023, respectively, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, respectively, and the changes in its net assets and 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 Organization 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 opinions.

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 Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

(Auditor's report continued on next page)

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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 generally accepted auditing standards 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 generally accepted auditing standards 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 Organization'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 Organization'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 audits.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal, State, and Local Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* is presented for purposes of additional analysis and is not a required part of the financial statements. Such

(Auditor's report continued on next page)

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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 auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal, State, and Local Awards 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 annual report. The other information comprises the Roster of Board of Directors and Leadership but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic 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 audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic 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 December 23, 2024 on our consideration of the Organization'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 Organization'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 the Organization's internal control over financial reporting and compliance.

Puryear & Noonan, CPAs PLLC

Puryear & Noonan, CPAs
Nashville, Tennessee
December 23, 2024

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STARS NASHVILLE
Statements of Financial Position
June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Assets			
Current Assets			
Cash and cash equivalents	$ 1,697,765	$ 49,629	$ 1,747,394
Investments	3,285,136	570,502	3,855,638
Accounts receivable	1,527,312	9,696	1,537,008
Unconditional promises to give	-	582,592	582,592
Grants receivable	222,110	-	222,110
Prepaid expenses	33,786	-	33,786
Total Current Assets	6,766,109	1,212,419	7,978,528
Property and equipment, net	2,531,658	-	2,531,658
Investments	-	167,150	167,150
Total Assets	$ 9,297,767	$ 1,379,569	$ 10,677,336
Liabilities and Net Assets			
Current Liabilities			
Accounts payable	$ 59,765	$ -	$ 59,765
Accrued wages and benefits	977,034	-	977,034
Accrued interest	4,321	-	4,321
Unearned revenue	14,028	-	14,028
Total Current Liabilities	1,055,148	-	1,055,148
Economic Injury Disaster Loan (EIDL)	150,000	-	150,000
Total Liabilities	1,205,148	-	1,205,148
Net Assets			
Without donor restrictions	6,745,910	-	6,745,910
Without donor restrictions - Board designated	1,346,709	-	1,346,709
With donor restrictions	-	1,379,569	1,379,569
Total Net Assets	8,092,619	1,379,569	9,472,188
Total Liabilities and Net Assets	$ 9,297,767	$ 1,379,569	$ 10,677,336

See independent auditor's report and accompanying notes to financial statements.

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STARS NASHVILLE
Statements of Financial Position (Continued)
June 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Assets			
Current Assets			
Cash and cash equivalents	$ 686,531	$ 185,463	$ 871,994
Investments	3,100,200	347,715	3,447,915
Accounts receivable	1,158,722	-	1,158,722
Unconditional promises to give	-	740,963	740,963
Grants receivable	265,828	-	265,828
Prepaid expenses	41,556	-	41,556
Total Current Assets	5,252,837	1,274,141	6,526,978
Property and equipment, net	2,640,482	-	2,640,482
Investments	-	167,150	167,150
Total Assets	$ 7,893,319	$ 1,441,291	$ 9,334,610
Liabilities and Net Assets			
Current Liabilities			
Accounts payable	$ 61,292	$ -	$ 61,292
Accrued wages and benefits	641,148	-	641,148
Accrued interest	7,888	-	7,888
Unearned revenue	14,585	-	14,585
Total Current Liabilities	724,913	-	724,913
Economic Injury Disaster Loan (EIDL)	150,000	-	150,000
Total Liabilities	874,913	-	874,913
Net Assets			
Without donor restrictions	5,826,119	-	5,826,119
Without donor restrictions - Board designated	1,192,287	-	1,192,287
With donor restrictions	-	1,441,291	1,441,291
Total Net Assets	7,018,406	1,441,291	8,459,697
Total Liabilities and Net Assets	$ 7,893,319	$ 1,441,291	$ 9,334,610

See independent auditor's report and accompanying notes to financial statements.

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STARS NASHVILLE
Statements of Activities and Changes in Net Assets
For the Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Public Support and Revenue			
Special events income	$ 195,275	$ 5,000	$ 200,275
Special events income - nonfinancial assets	47,173	-	47,173
Less - Special events direct costs	(136,178)	-	(136,178)
Less - Special events direct costs - nonfinancial assets	(6,323)	-	(6,323)
Net special events income	99,947	5,000	104,947
School contract fees	11,039,190	-	11,039,190
Contributions of cash and financial assets	332,457	753,765	1,086,222
Grants	1,285,644	-	1,285,644
Investment income, net	395,503	55,637	451,140
Program service fees and funding	450,983	-	450,983
Miscellaneous	56,344	-	56,344
Net assets released from restrictions	876,124	(876,124)	-
Total Public Support and Revenue	14,536,192	(61,722)	14,474,470
Expenses			
Program Services			
Youth services	12,333,773	-	12,333,773
Supporting Services			
Fundraising	367,522	-	367,522
Management and general	760,684	-	760,684
Total Expenses	13,461,979	-	13,461,979
Change in Net Assets	1,074,213	(61,722)	1,012,491
Net Assets - Beginning of Year	7,018,406	1,441,291	8,459,697
Net Assets - End of Year	$ 8,092,619	$1,379,569	$ 9,472,188

See independent auditor's report and accompanying notes to financial statements.

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STARS NASHVILLE
Statements of Activities and Changes in Net Assets (Continued)
For the Year Ended June 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Public Support and Revenue			
Special events income	$ 130,201	$ 14,695	$ 144,896
Special events income - nonfinancial assets	46,366	-	46,366
Less - Special events direct costs	(110,620)	-	(110,620)
Less - Special events direct costs - nonfinancial assets	(25,157)	-	(25,157)
Net special events income	40,790	14,695	55,485
School contract fees	8,433,995	-	8,433,995
Contributions of cash and financial assets	452,432	794,079	1,246,511
Grants	1,220,506	-	1,220,506
Investment income, net	262,024	44,482	306,506
Program service fees and funding	466,528	-	466,528
Miscellaneous	44,552	-	44,552
Net assets released from restrictions	876,946	(876,946)	-
Total Public Support and Revenue	11,797,773	(23,690)	11,774,083
Expenses			
Program Services			
Youth services	9,924,858	-	9,924,858
Supporting Services			
Fundraising	341,990	-	341,990
Management and general	1,001,139	-	1,001,139
Total Expenses	11,267,987	-	11,267,987
Change in Net Assets	529,786	(23,690)	506,096
Net Assets - Beginning of Year	6,488,620	1,464,981	7,953,601
Net Assets - End of Year	$ 7,018,406	$ 1,441,291	$ 8,459,697

See independent auditor's report and accompanying notes to financial statements.

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STARS NASHVILLE
Statements of Functional Expenses
For the Years Ended June 30, 2024 and 2023

2024

	Program Services	Supporting Services		
	Youth Services	Fundraising	Management and General	Total
Personnel expense	$ 11,522,716	$ 300,379	$ 581,280	$ 12,404,375
Professional fees	250,327	595	94,180	345,102
Supplies	69,652	5,748	9,763	85,163
Communications	23,878	1,853	2,283	28,014
Postage	44	845	777	1,666
Occupancy	74,665	5,502	10,542	90,709
Equipment rental and maintenance	-	-	6,688	6,688
Printing and publications	144,520	38,205	6,207	188,932
Travel, meetings, and conferences	108,177	4,256	577	113,010
Insurance	42,618	748	19,842	63,208
Interest	-	-	4,125	4,125
Membership dues and awards	4,547	543	2,746	7,836
National dues	-	-	3,750	3,750
Miscellaneous expense	2,348	1,557	4,022	7,927
Total expenses before depreciation	12,243,492	360,231	746,782	13,350,505
Depreciation of property and equipment	90,281	7,291	13,902	111,474
Total Expenses	$ 12,333,773	$ 367,522	$ 760,684	$ 13,461,979
Percent of Total Expenses	92%	3%	5%	100%

2023

	Program Services	Supporting Services		
	Youth Services	Fundraising	Management and General	Total
Personnel expense	$ 9,065,103	$ 255,534	$ 677,411	$ 9,998,048
Professional fees	241,882	11,242	236,292	489,416
Supplies	89,643	3,806	8,167	101,616
Communications	25,906	1,724	2,390	30,020
Postage	17	2,159	1,105	3,281
Occupancy	66,505	5,364	10,233	82,102
Equipment rental and maintenance	375	24	6,734	7,133
Printing and publications	187,783	46,716	9,343	243,842
Travel, meetings, and conferences	116,050	5,420	1,553	123,023
Insurance	36,556	748	19,251	56,555
Interest	-	-	5,156	5,156
Membership dues and awards	1,395	453	1,785	3,633
National dues	-	-	5,000	5,000
Miscellaneous expense	3,167	1,528	3,014	7,709
Total expenses before depreciation	9,834,382	334,718	987,434	11,156,534
Depreciation of property and equipment	90,476	7,272	13,705	111,453
Total Expenses	$ 9,924,858	$ 341,990	$ 1,001,139	$ 11,267,987
Percent of Total Expenses	88%	3%	9%	100%

See independent auditor's report and accompanying notes to financial statements.

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STARS NASHVILLE
Statements of Cash Flows
For the Years Ended June 30, 2024 and 2023

	2024	2023
Operating Activities		
Change in net assets	$ 1,012,491	$ 506,096
Adjustment to Reconcile Change in Net Assets to Net Cash Provided by (Used for) Operating Activities		
Depreciation	111,474	111,453
Net unrealized (gains) losses on investments	(257,065)	(235,620)
Net realized (gains) losses on investments	(83,971)	1,755
Changes in operating assets and liabilities		
(Increase) decrease in unconditional promises to give - With donor restrictions	158,371	108,446
(Increase) decrease in accounts receivable - Unrestricted	(368,590)	(966,274)
(Increase) decrease in accounts receivable - Restricted	(9,696)	-
(Increase) decrease in grants receivable	43,718	143,199
(Increase) decrease in prepaid expenses	7,770	(1,433)
Increase (decrease) in accounts payable	(1,527)	(27,585)
Increase (decrease) in accrued wages and benefits	335,886	319,179
Increase (decrease) in accrued interest	(3,567)	(362)
Increase (decrease) in unearned revenue	(557)	9,069
Net Cash Provided by (Used for) Operating Activities	944,737	(32,077)
Cash Flows from Investing Activities		
Purchases of property and equipment	(2,650)	-
(Purchases) sales of investments, net	(66,687)	(194,984)
Net Cash Provided by (Used for) Investing Activities	(69,337)	(194,984)
Net Change in Cash and Cash Equivalents	875,400	(227,061)
Cash and Cash Equivalents - Beginning of Year	871,994	1,099,055
Cash and Cash Equivalents - End of Year	$ 1,747,394	$ 871,994
Supplemental Disclosure of Cash Flow Information		
Cash paid during the year for interest	$ 7,692	$ 5,518

Non-Cash Transactions

During the year ended June 30, 2023, the Organization retired assets with a cost of $45,672 with accumulated depreciation of $45,672.

See independent auditor's report and accompanying notes to financial statements.

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Note 1 - Summary of Significant Accounting Policies

Organization and Purpose

STARS Nashville (the Organization) was established in 1984 as a nonprofit organization and exists to serve schools and communities in Middle Tennessee by providing prevention, intervention and treatment services that address bullying, substance abuse, violence, and social and emotional barriers to success. The Organization provides some services under the name Kids on the Block.

The Organization is listed on the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) National Registry of Evidence-Based Programs and Practices (NREPP).

The Organization is also licensed as an Alcohol and Drug Non-Residential Rehabilitation Treatment and Mental Health Outpatient Facility by the State of Tennessee Department of Mental Health and Substance Abuse Services.

The Organization is also accredited by CARF International which is an independent, nonprofit accrediting body whose mission is to promote the quality, value, and optimal outcomes of services through a consultative accreditation process and continuous improvement services that center on enhancing the lives of the persons served.

Basis of Accounting

The financial statements of the Organization are prepared using the accrual basis of accounting, under which revenues are recognized when earned rather than when collected and expenses are recognized when incurred rather than when disbursed.

Financial Statement Presentation

For financial statement presentation, the Organization reports its financial information according to two classes of net assets (net assets with and without restrictions) based on the existence or absence of donor-imposed restrictions.

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 Organization. Net assets without restrictions may be designated for specific purposes by action of the Board of Directors (Board).

Net Assets With Donor Restrictions

Net assets subject to stipulations imposed by donors and grantors that can be fulfilled by actions of the Organization pursuant to those restrictions or that expire by the passage of time. Other donor restrictions are perpetual in nature whereby the donor has stipulated the funds be maintained in perpetuity.

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Measure of Operations

The Statements of Activities and Changes in Net Assets report changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing activities and interest and investment income. Non-operating activities are limited to resources that generate return from other investments, permanently restricted contributions, net assets released for capital expenditures, and other activities considered to be of a more unusual or non-recurring nature.

Program and Supporting Services - Functional Expenses

The following program and supporting services are included in the accompanying financial statements on the Statements of Functional Expenses.

Program Services - includes prevention, intervention, treatment, and training modalities related to school-based and community-based mental health counseling services to help all young people pursue their unlimited potential by providing hope, health, and connection.

Supporting Services - Management and General - relates to the overall direction of the Organization. These expenses are not identifiable with a particular program, event or fundraising, but are indispensable to the conduct of those activities and are essential to the Organization. Specific activities include organizational oversight, business management, record keeping, budgeting, financing, and other administrative activities.

Supporting Services - Fundraising - includes cost of activities directed toward appeals for financial support and the cost of solicitations and creation and distribution of fundraising materials.

Classifications of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis in the Statements of Activities and Changes in Net Assets. Direct expenses, incurred for a single function, are allocated entirely to that function. Expenses applicable to more than one function, are allocated on the basis of time and effort, square footage, or headcount. Personnel expense, travel, meetings and conferences are allocated based on time and effort. Professional fees, supplies, telephone, and postage are allocated on headcount, while occupancy, insurance, and depreciation are allocated based on square footage.

Use of Estimates

Management of the Organization has made a number of estimates and assumptions relating to the reporting of assets and liabilities and disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Actual results could differ from these estimates.

Cash Equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid instruments with original maturities of three months or less to be cash equivalents.

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Fair Value Measurements

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820-10, *Fair Value Measurements*, with respect to its financial assets and liabilities. Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. U.S. GAAP establishes a fair value hierarchy that prioritizes investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Organization groups assets at fair value in three levels, based on the markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value. These levels are as follows:

Level 1 - Unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

Level 2 - Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset/liability; and,
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3 - Unobservable inputs that cannot be corroborated by observable market data.

U.S. GAAP requires disclosure of an estimate of fair value of certain financial instruments. The Organization's significant financial instruments are cash and cash equivalents, accounts and grants receivable, unconditional promises to give, investments, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value. There are no financial instruments categorized as Level 2 or Level 3.

Investments Valuation

Investments consist of equity and mutual funds and are measured on a recurring basis at fair value at the reporting date using quoted prices in active markets for identical assets (Level 1). Unrealized gains and losses are recognized in the Statements of Activities and Changes in Net Assets. Gains and investment income whose restrictions are met in the same reporting period are shown as unrestricted support.

Accounts Receivable and Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional.

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The Organization uses the allowance method to determine uncollectible accounts receivable and unconditional promises to give. Management's estimate of credit losses has a component related to accounts with known collection risks (specific reserve), a component based on historical collection experience, less the specific component of the allowance (general reserve), and reasonable and supportable forecasts of future economic conditions. There was no allowance for credit losses at June 30, 2024 or 2023. It is reasonably possible that management's estimate of the allowance for credit losses could change. Receivables and unconditional promises to give are charged against the allowance when management believes the collectibility of the receivable is unlikely. For the years ended June 30, 2024 and 2023, there was no expense for credit losses. Accounts receivable are considered delinquent after ninety days. Late fees and interest are not assessed on delinquent accounts. It is not the policy of the Organization to place a customer on non-accrual status. At June 30, 2024 and 2023, $792 and $3,228, respectively, of accounts receivable and unconditional promises to give are greater than ninety days old and are still considered fully collectible.

Right-of-Use Assets and Liabilities

Right-of-Use (ROU) assets represent the right to use the underlying assets for the lease term and the lease liabilities represent the obligation to make lease payments arising from the leases. ROU assets and liabilities with a term greater than twelve months are recognized at commencement date based on the present value of future lease payments over the lease term, which includes only payments that are fixed and determinable at the time of commencement. When readily determinable, the Organization uses the interest rate implicit in a lease to determine the present value of future lease payments. For leases where the implicit rate is not readily determinable, the Organization's incremental borrowing rate is used. The Organization calculates incremental borrowing rate on a periodic basis using a third-party financial model that estimates the rate of interest the Organization would have to pay to borrow an amount equal to the total lease payments on a collateralized basis over a term similar to the lease. The Organization applies its incremental borrowing rate using a portfolio approach. The ROU assets also include any lease payments made prior to commencement and are recorded net of any lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise such options.

Property and Equipment

The Organization's property consists of land, building, building improvements, furniture, fixtures, and equipment.

Property and equipment are recorded at cost, or at appraised value if donated. Depreciation is computed by the straight-line method based on the estimated useful lives of the related assets. The Organization capitalizes items that are greater than or equal to $2,500 and expenses items under $2,500. The Organization uses the direct expensing method to account for planned major maintenance activities.

In accordance with FASB ASC 360-10, *Accounting for the Impairment or Disposal of Long-Lived Assets,* the Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual

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disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and prospects, as well as the effects of obsolescence, demand, competition, and other economic factors. No impairments have been recognized on any property at June 30, 2024 or 2023.

Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions depending on the nature of the restriction. Such donor restricted revenues totaled $814,402 and $853,256 during the years ended June 30, 2024 and 2023, respectively, and are included in revenue with donor restrictions on the Statements of Activities and Changes in Net Assets. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Revenue Recognition

Revenues are recognized when control of the promised goods or services is transferred to the customer in an amount that reflects the consideration the Organization expects to be entitled to in exchange for transferring those goods or services.

Revenue is recognized based on the following five step model:

- Identification of the contract
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, the Organization satisfies a performance obligation

The Organization's revenues primarily consist of school contract fees, contributions, grant revenue, and other program fees.

School contract fees are recognized when earned during the school term, which generally runs from August to May.

Contributions are recognized when an unconditional promise to give is made or when received and are considered to be available for unrestricted use unless specifically restricted by the donor.

Grant revenue results from agreements, typically with government agencies, that fund specific activities of the Organization. The grants are of three primary types: unconditional contributions, conditional contributions, and exchange transactions. An agreement is a contribution if its primary purpose is to enable the Organization to provide a service to or for

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the general public rather than to serve the direct needs of the granting or contracting party. In other words, the agreement is a contribution if any benefit to the granting or contracting party is indirect and insubstantial as compared to the public benefit. The Organization recognizes grant and contract revenue associated with unconditional contributions without donor stipulations as revenue and net assets without donor restrictions. Unconditional contributions with a donor stipulation that limits their use are reported as revenue and net assets with donor restrictions. When a donor stipulated restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statements of Activities and Changes in Net Assets as net assets released from restrictions. The Organization recognizes grant and contract revenue associated with conditional contributions as earned when the conditions are met (allowable expenses have been incurred or as milestones are met) as net assets without donor restrictions. Any unused funds are forfeited, and if any expenditures are unallowed, the Organization is required to refund the amounts drawn down. In contrast, if the grant or contract provides a benefit directly to the granting or contracting party, the agreement is an exchange transaction with a customer.

Grant revenue from federal agencies is subject to independent audit under the Uniform Guidance and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of grant, or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Other fees are recognized as the services are performed on a monthly basis. Some fees are a flat monthly fee but some fees are for specific services which are billed and recognized separately.

Unearned Revenue

The Organization receives advance funds under certain school contracts. The funds are recorded as unearned revenue until the services are performed, at which time the Organization recognizes the funds as school contract fees.

Income Taxes

The Organization has obtained a determination letter from the Internal Revenue Service effective July 1, 2000, which qualifies the Organization as a tax-exempt organization under Internal Revenue Code Section 501(c)(3) and, accordingly, is exempt from federal or state income taxes. The Organization is not classified as a private foundation. Unrelated business taxable income generated by the Organization is primarily related to certain consulting and rental activities.

The Organization follows the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered

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or settled. Under the asset and liability method, the effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, as it relates to uncertain tax positions. Any interest and penalties recognized associated with a tax position are classified in management and general expenses in the Organization's financial statements.

Donated Items

Certain contributed supplies and specialized services are recorded as support and expenses at fair market value when determinable, otherwise at values indicated by the donor. Volunteer services, which neither create nor enhance nonfinancial assets, or do not require specialized skills, are not recognized as support. Contributed auction items for a special event are recorded at fair market value, when determinable, otherwise at values indicated by the donor and then adjusted to the final bids from the auction. During the years ended June 30, 2024 and 2023, the Organization received auction items with a fair market value of $52,458 and $27,634, respectively, which were sold at auction for $40,850 and $21,209, respectively, which is included in special events income - nonfinancial assets on the Statements of Activities and Changes in Net Assets. During the years ended June 30, 2024 and 2023, the Organization has received various in-kind contributions of media coverage, center pieces for events, and curriculum, valued at third party service rates and wholesale plant prices primarily for annual fundraising events valued at $6,323 and $25,217, which is included in special events income - nonfinancial assets and special events direct costs - nonfinancial assets, respectively, on the Statements of Activities and Changes in Net Assets. Contributions of marketable securities are recorded at fair value based on quoted market prices on the date of the gift. It is the policy of the Organization to sell contributed marketable securities as soon as reasonably possible upon receipt of the gift.

Advertising

Advertising is expensed as incurred.

Reclassifications

Certain amounts in the 2023 financial statements have been reclassified to conform to the 2024 presentation.

Events Occurring After the Reporting Date

The Organization has evaluated events and transactions that occurred between July 1, 2024 and December 23, 2024, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Note 2 - Adoption of New Accounting Pronouncements

In June 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* (ASU 2016-13), which modifies the measurement of expected credit losses on

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certain financial instruments. In March 2022, the FASB issued ASU No. 2022-02, *Troubled Debt Restructurings and Vintage Disclosures* (ASU 2022-02), which updated the requirements of ASU 2016-13 and added enhanced disclosures for creditors with respect to loan refinancings and restructuring for borrowers experiencing financial difficulty. The Organization adopted the new standards effective July 1, 2023. There was no effect on the Statements of Financial Position as a result of these adoptions.

From time-to-time, new accounting pronouncements are issued by the FASB or other standards setting bodies that the Organization adopts as of the specified effective date. Unless otherwise discussed, management believes the impact of any other recently issued standards that are not yet effective are either not applicable at this time or will not have a material impact on the financial statements upon adoption.

Note 3 - Liquidity and Availability

The Organization's financial assets available within one year of the Statements of Financial Position for general expenditures are as follows:

	2024	2023
Cash and cash equivalents	$ 1,747,394	$ 871,994
Investments	3,855,638	3,447,915
Accounts receivable	1,537,008	1,158,722
Unconditional promises to give	582,592	740,963
Grants receivable	222,110	265,828
	7,944,742	6,485,422
Less - Financial assets with donor restrictions, excluding time restrictions that expire in the next twelve months	(453,654)	(398,017)
Less - Board designated restrictions	(1,346,709)	(1,192,287)
Financial assets available to meet general expenditures over the next twelve months	$ 6,144,379	$ 4,895,118

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due. The Board has designated certain amounts as a Building Reserve Fund. These amounts are not to be used for current operations; however, funds may be drawn upon in the event of financial need. At June 30, 2024 and 2023, the Organization also has an unused line of credit. Credit is extended based on an assigned loanable value of eligible securities the Organization maintains with the financial institution. Aggregate loanable value will be calculated based on the market value of each security. The Priority Credit Line carries an interest rate of prime rate less .5% and is collateralized by the securities.

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Note 4 - Investments

Investments are stated at fair value (Level 1) and are summarized at June 30, 2024 and 2023, as follows:

	2024 Cost	Fair Value	Carrying Value
Equity Funds	$2,948,695	$3,550,393	$3,550,393
Mutual Funds	448,256	472,395	472,395
	$3,396,951	$4,022,788	$4,022,788

	2023 Cost	Fair Value	Carrying Value
Equity Funds	$2,881,610	$3,240,536	$3,240,536
Mutual Funds	364,683	374,529	374,529
	$3,246,293	$3,615,065	$3,615,065

The amounts invested, market value, and yields at June 30, 2024 and 2023 are summarized as follows:

	2024	2023
Fair value	$ 4,022,788	$ 3,615,065
Cost	(3,396,951)	(3,246,293)
Unrealized gain	$ 625,837	$ 368,772
Investment income	$ 140,989	$ 100,048
Net unrealized gain (loss) on investments	257,065	235,620
Net realized gain (loss) on sale of investments	83,971	(1,755)
Investment expenses	(30,885)	(27,407)
Investment income (loss), net	$ 451,140	$ 306,506

Note 5 - Unconditional Promises to Give

Unconditional promises to give - restricted, which are not funded until a subsequent year and are temporarily restricted for use during a subsequent year, at June 30, 2024 and 2023, represent pledges for donations or grants as follows:

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	2024	2023
United Way Services	$ 582,592	$ 675,963
Family Foundation	-	65,000
	$ 582,592	$ 740,963
Amounts due in		
Amounts due in less than one year	$ 582,592	$ 740,963
one to five years	-	-
	$ 582,592	$ 740,963

Note 6 - Property and Equipment

At June 30, 2024 and 2023, the Organization's building, property, and equipment are recorded as follows:

	Useful Lives (Years)	2024	2023
Land	-	$ 335,000	$ 335,000
Building and improvements	39	3,537,866	3,537,866
Furniture and equipment	2 - 7	187,607	184,957
		4,060,473	4,057,823
Less - Accumulated depreciation		(1,528,815)	(1,417,341)
		$ 2,531,658	$ 2,640,482

Depreciation expense for the years ended June 30, 2024 and 2023 totaled $111,474 and $111,453, respectively.

Note 7 - Pension Plan

The Organization has adopted a 401(k) profit sharing plan (the Plan), which covers employees who have completed 1,000 hours of service within twelve months of their commencement date, and employees vest immediately upon entering the Plan. The Organization makes matching safe-harbor contributions to each eligible and contributing participant in the amount of 100% of the first 3% of the participant's compensation, then 50% between 3% and 5% of the participant's compensation for the Plan year. The Organization can make discretionary contributions to the Plan. Total expenses for the Plan for the years ended June 30, 2024 and 2023 were approximately $132,000 and $109,000, respectively, and are included in the Statements of Functional Expenses in personnel expense.

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Note 8 - Net Assets With Donor Restrictions

Net assets with donor restrictions as of June 30, 2024 and 2023 are available for the following purposes:

	2024	2023
For use in the year ended June 30, 2024	$ -	$ 915,124
For use in the year ended June 30, 2025	797,765	-
Endowment income not appropriated	403,352	347,715
Specific programs	3,320	3,320
Building	7,982	7,982
Endowment	167,150	167,150
	$ 1,379,569	$ 1,441,291

Net assets were released from donor restrictions by incurring expenses satisfying the purpose restrictions specified by donors at June 30, 2024 and 2023 as follows:

	2024	2023
Time restrictions	$ 876,124	$ 876,946
Specific programs	-	-
	$ 876,124	$ 876,946

Note 9 - Endowment

Net assets with donor restrictions in the amount of $167,150 at June 30, 2024 and 2023, are restricted for an endowment fund. The interest is unrestricted but included in net assets with donor restrictions until appropriated.

The Organization's endowment consists of one fund established as a general endowment to support the mission of the Organization. There are no funds designated by the Board to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board to function as endowments, if any, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of the Organization has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as net assets with permanent restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift

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instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in net assets with permanent restrictions is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard prudence prescribed by SPMIFA. In accordance with SPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Investment Return Objectives, Risk Parameters, and Strategies - The Organization has adopted investment policies, approved by the Board, that attempt to maximize total return consistent with an acceptable level of risk. Endowment assets are invested in a well-diversified asset mix. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed so as not to expose the fund to unacceptable levels of risk.

Spending Policy - The Organization has adopted a spending policy allowing accumulated earnings, plus 5% of the principal amount, to be used each year for fixed operating costs. Approval from the Board is required before any endowment funds are withdrawn.

Endowment net asset composition by type of fund as of June 30, 2024 and 2023 is as follows:

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total Net Endowment Assets
Donor-restricted endowment funds	$ -	$ 167,150	$ 167,150
Amounts not appropriated	-	403,352	403,352
Total funds	$ -	$ 570,502	$ 570,502

	2023		
	Without Donor Restrictions	With Donor Restrictions	Total Net Endowment Assets
Donor-restricted endowment funds	$ -	$ 167,150	$ 167,150
Amounts not appropriated	-	347,715	347,715
Total funds	$ -	$ 514,865	$ 514,865

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Changes in endowment net assets as of June 30, 2024 and 2023 are as follows:

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total Net Endowment Assets
Endowment net assets - beginning of year	$ -	$ 514,865	$ 514,865
Investment income (loss)	-	9,851	9,851
Net appreciation (depreciation)	-	45,786	45,786
Endowment net assets - end of year	$ -	$ 570,502	$ 570,502

	2023		
	Without Donor Restrictions	With Donor Restrictions	Total Net Endowment Assets
Endowment net assets - beginning of year	$ -	$ 470,383	$ 470,383
Investment income (loss)	-	7,671	7,671
Net appreciation (depreciation)	-	36,811	36,811
Endowment net assets - end of year	$ -	$ 514,865	$ 514,865

Note 10 - EIDL Loan

In June 2020, the Organization applied for and received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration (SBA) totaling $150,000. Monthly payments totaling $641 will begin thirty months from the date of the loan. Accrued interest is being paid before any principal payments begin. The interest rate is 2.75% and began accruing on the date the Organization received the EIDL fund. The final loan payment will be 30 years from the date of the loan. The SBA has a continuing security interest in the assets of the Organization.

Maturities of notes payable as of June 30, 2024 are summarized as follows:

2025	$ -
2026	2,644
2027	3,613
2028	3,716
2029	3,821
Thereafter	136,206
	$ 150,000

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Note 11 - Grant Revenue

Grant revenue - Federal, state, and local awards (conditional contributions) for the years ending June 30, 2024 and 2023 is as follows:

	2024	2023
Conditional Grants		
Fee based grants for treatment of substance abuse	$ 303,645	$ 274,454
Fee based grants for prevention of substance abuse	340,478	269,635
Cost reimbursement grants for prevention of substance abuse	586,752	613,136
Cost reimbursement grants for other programs	54,769	63,281
Total Conditional Grants	$ 1,285,644	$ 1,220,506

Related to conditional grants are amounts totaling $577,907 and $693,052, respectively, which have not been recognized as of June 30, 2024 and 2023, but will be recognized in future periods, if conditions are met.

Note 12 - Leases

The Organization leases office space in the Youth Opportunity Center (YOC) to several unrelated non-profit organizations. The YOC was developed specifically to align existing youth initiatives, resources, and expertise to increase the operating efficiency of the partner agencies. The lease terms call for these organizations to reimburse the Organization for only the costs of operating and maintaining the leased portion of the building based on the occupied square footage. The costs do not include interest or depreciation, but do include a 10% administrative fee. Lease terms vary from month-to-month to one year.

As a result of these arrangements, the Organization received approximately $56,000 and $45,000, respectively, at June 30, 2024 and 2023, which is included in miscellaneous income on the Statements of Activities and Changes in Net Assets.

The Organization leases office equipment under operating leases. Total lease expense incurred by the Organization was approximately $7,000 for the years ended June 30, 2024 and 2023, and is included in equipment rental and maintenance on the Statements of Functional Expenses. There is one immaterial operating lease that exceeds one year at June 30, 2024 and 2023.

The future minimum payments at June 30, 2024 are as follows:

2025	$ 5,571
2026	3,250
	$ 8,821

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Note 13 - Income Taxes

The Organization recognizes the tax benefits of uncertain tax positions only where the position is "more likely than not" to be sustained assuming examination by tax authorities. Management has analyzed the Organization's tax positions and has concluded that no liability for unrecognized tax benefits should be recorded related to uncertain tax positions taken on returns filed for the open tax years (years ended June 30, 2021 through 2023), or expected to be taken in the Organization's tax return for the year ended June 30, 2024. The Organization identifies its major tax jurisdictions as the U.S. Federal and the State of Tennessee. However, the Organization is not currently under audit nor has the Organization been contacted by any of these jurisdictions. The Organization is not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change in the next twelve months.

The Organization is subject to taxes on its unrelated business income. At June 30, 2024 and 2023, the Organization had net operating loss carryforwards for tax purposes of approximately $107,000 and $18,000 for Federal and State, respectively, available to offset future unrelated business income. These carryforwards will begin to expire in 2026, if not previously utilized.

Although the Organization has generated net operating income from unrelated business income relating to its consulting activities, the deferred tax asset has been netted against a 100% valuation allowance since there is no indication of material future income at this time, as follows:

	2024	2023
Deferred tax asset		
Net operating carryforwards - Federal	$ 22,000	$ 22,000
Net operating carryforwards - State	1,000	1,000
Valuation allowance	(23,000)	(23,000)
Net deferred tax asset	$ -	$ -

During the years ended June 30, 2024 and 2023, the Organization did not recognize any interest and penalties relating to taxes, nor were any accrued at June 30, 2024 and 2023. The valuation allowance did not change during the years ended June 30, 2024 and 2023.

Note 14 - Related Party Transactions

The Organization paid annual dues of $3,750 and $5,000, respectively, for the years ended June 30, 2024 and 2023 to Center for Youth Issues, Inc. (National), which is the Organization's national affiliate.

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Note 15 - Section 125 Plan

The Organization has adopted a cafeteria plan (the 125 Plan) under Section 125 of the Internal Revenue Code, allowing a choice between cash and certain qualified benefits. Benefits are entirely funded through employee pre-tax deductions and employer contributions used to purchase elected benefits. Benefit options under the 125 Plan consist of medical and dental insurance, which are provided through insurance policies for employees who work at least thirty hours a week.

Note 16 - Board Designated Restrictions

At June 30, 2024 and 2023, the Board designated $1,346,709 and $1,192,287, respectively, of investments and cash and cash equivalents for the Building Reserve Fund, which is included in net assets without donor restrictions.

Note 17 - Concentrations of Credit Risk

A significant portion of the Organization's revenue is derived from individuals, organizations, schools, and foundations in Middle Tennessee and grants from the State of Tennessee. The following organizations contributed more than 10% of total public support and revenue during 2024 and 2023:

	2024	2023
Metropolitan Nashville Public Schools	43%	39%
Williamson County Board of Education	20%	22%

At June 30, 2024, one (1) organization represents 74% of grants receivable, 92% of unconditional promises to give is due from two (2) local United Way organizations, and two (2) organizations represent 98% of accounts receivable.

At June 30, 2023, one (1) organization represents 92% of grants receivable, 85% of unconditional promises to give is due from two (2) local United Way organizations, and two (2) organizations represent 94% of accounts receivable.

Note 18 - Risk on Uninsured Cash

The standard Federal Deposit Insurance Corporation insurance amount is $250,000 per depositor, per insured bank; and therefore, amounts in excess of $250,000 held by the Organization during the years ended June 30, 2024 and 2023 were uninsured and uncollateralized. The Organization has not experienced any losses in such accounts and management believes the Organization is not exposed to any significant credit risk related to cash.

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Investments are subject to market risk, the risk inherent in a fluctuating market. The broker/dealer that is the custodian of the Organization's securities is covered by the Securities Investor Protection Corporation (SIPC), which provides limited protection to investors. SIPC coverage is limited to specified investor-owned securities (notes, bonds, mutual funds, investment company securities, and registered securities) held by an insolvent SIPC member at the time a supervising trustee is appointed. The SIPC also protects against unauthorized trading in the Organization's security account. SIPC coverage is limited to $500,000 per customer, including $250,000 for cash that is on deposit as the result of a security transaction. The SIPC protection does not insure against market risk.

Note 19 - Employee Retention Credit

The CARES Act included a provision for the Employee Retention Credit (ERC), a refundable tax credit against certain taxes equal to 50% of qualified wages an eligible employer pays to employees after March 12, 2020 and before January 1, 2021. On December 27, 2020, the Taxpayer Certainty and Disaster Tax Relief Act of 2020, amended and extended the ERC credit through September 30, 2021.

On January 31, 2024, the Organization filed for the ERC in the amount of $1,394,884 and, subsequently, amended payroll tax returns were submitted to the Internal Revenue Service. The Organization is treating the credit as a contingent gain and therefore will not be recorded until approved and received.

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SUPPLEMENTARY INFORMATION

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STARS Nashville
Schedule of Expenditures of Federal, State and Local Awards
Year Ended June 30, 2024

Federal Grantor Agency/ Pass-Through Grantor Agency/ State or Local Program Title	Program Name	Assistance Listing Number	Pass-Through Entity Identifying Number	Expenditures
Federal Awards				
U.S. Department of Health and Human Services:				
Direct Award Substance Abuse and Mental Health Services Administration				
Center for Substance Abuse Prevention				
	Strategic Prevention Framework Partnerships for Success	93.243	5H79SP082585-03	$ 57,203
	Strategic Prevention Framework Partnerships for Success	93.243	5H79SP082585-04	238,722
	Sub-total 93.243			295,925
Through Tennessee Department of Mental Health and Substance Abuse Services				
	Block Grants for the Prevention and Treatment of Substance Abuse			
	TN Preventive Network (TPN)	93.959	DGA 78128_2023-2024_018	334,183
	Adolescent Substance Use Disorders Services Program (ASUDSP)	93.959	DGA 78094_2023-2024_011	209,304
	Addictions Recovery Program (ARPA)	93.959	DGA 82413_2024-2026_224	11,836
	Sub-total 93.959			555,323
	State Targeted Response to the Opioid Crisis	93.788	DGA 78005_2023-2024_052	290,828
	Sub-total 93.788			290,828
	Total U.S. Department of Health and Human Services			1,142,076
U.S. Department of Justice:				
Direct Award Office Justice Programs				
	Bureau of Justice Assistance - STOP School Violence	16.839	2019-YS-BX-0315	23,388
	Total U.S. Department of Justice			23,388
	Total Federal Awards			1,165,464
State Awards				
Tennessee Department of Mental Health and Substance Abuse Services				
Addiction Recovery Program	N/A	N/A	DGA 78104_2023-2024_	60,247
Lifeline Peer Project	N/A	N/A	Edison ID 81622	31,381
TN Prevention Network	N/A	N/A	DGA 78128_2023-2024_018	6,295
	Total State Awards			97,923
Local Awards				
Metro Nashville Community Partnership Fund - Juvenile Court Youth Violence Reduction		N/A	L-5895	22,257
	Total Local Awards			22,257
	Total Federal, State and Local Awards			$ 1,285,644

See notes to Schedule of Expenditures of Federal, State, and Local Awards.

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Notes to Schedule of Expenditures of Federal, State, and Local Awards

Note 1 - Basis of Presentation and Significant Accounting Policies

The accompanying Schedule of Expenditures of Federal, State, and Local Awards (the Schedule) includes the federal grant activity of the Organization under programs of the federal government received directly and passed through from the State of Tennessee as well as other state and local assistance for the year ended June 30, 2024. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

The Schedule is prepared on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Organization has elected to use the 10% deminimis indirect cost rate allowed under the Uniform Guidance for the Strategic Prevention Framework Partnerships for Success, Bureau of Justice Assistance - STOP School Violence, and State Targeted Response to the Opioid Crisis.

The Organization did not pass any awards through to sub-recipients for the year ended June 30, 2024.

Note 2 - Contingencies

These programs are subject to financial and compliance audits by grantor agencies. The amount, if any, of expenditures that may be disallowed by the grantor agencies cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

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PURYEAR & NOONAN, CPAs

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*

To the Board of Directors
STARS Nashville
Nashville, Tennessee

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, the financial statements of STARS Nashville (the Organization), a nonprofit organization, which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 23, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization'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 Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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 combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization'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.

(Auditor's report continued on next page)

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Our consideration of the 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 Organization's financial statements are free of 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 Organization'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 Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Puryear & Noonan, CPAs PLLC

Puryear & Noonan, CPAs
Nashville, Tennessee
December 23, 2024

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

PURYEAR & NOONAN, CPAs

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors
STARS Nashville
Nashville, Tennessee

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited STARS Nashville's (the Organization), a nonprofit organization, compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2024. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Organization's compliance with the compliance requirements referred to above.

(Auditor's report continued on next page)

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Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. 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 generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, 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 Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

(Auditor's report continued on next page)

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Puryear & Noonan, CPAs PLLC

Puryear & Noonan, CPAs
Nashville, Tennessee
December 23, 2024

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

STARS Nashville
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	**Unmodified**		
Internal control over financial reporting:			
Material weakness(es) identified?	___ yes	_X_ no	
Significant deficiencies identified that are not considered to be material weakness(es)?	____ yes	_X_	none reported
Noncompliance material to financial statements noted?	___ yes	_X_ no	

Federal Awards

Internal control over major programs:			
Material weakness(es) identified?	___ yes	_X_ no	
Significant deficiencies identified that are not considered to be material weakness(es)?	___ yes	_X_	none reported
Type of auditor's report issued on compliance for major programs:	**Unmodified**		
Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance?	___ yes	_X_ no	

(Continued on next page)

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

STARS Nashville
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2024

Identification of major programs:

Assistance Listing Number(s)	Name of Federal Program or Cluster
93.959	Block Grants for the Prevention and Treatment of Substance Abuse

Dollar threshold used to distinguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee? __X__ yes _____ no

Section II Financial Statement Findings

No matters were reported.

Section III Federal Award Findings and Questioned Costs

No matters were reported.

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STARS Nashville
Schedule of Prior Audit Findings
For the Year Ended June 30, 2024

No findings were reported during the prior year audit.

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning JUL 1, 2023, and ending JUN 30, 2024

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

OMB No. 1545-0047

2023

Name of filer
STARS NASHVILLE

EIN or SSN
62-1285699

Name and title of officer or person subject to tax RODGER DINWIDDIE
CEO

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	X	**b Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	14,175,074.
2a	**Form 990-EZ** check here		**b Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here		**b Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here		**b Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here		**b Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here		**b Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here		**b Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here		**b FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here		**b Tax due** (Form 5330, Part II, line 19)	9b	
10a	Form 8038-CP check here		**b Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize PURYEAR & NOONAN, CPAS to enter my PIN 01970

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 62293312345

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature BETHANY HOVATER, CPA Date 02/14/25

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see instructions. Form **8879-TE** (2023)

LHA 302521 01-05-24

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EXTENDED TO MAY 15, 2025

Return of Organization Exempt From Income Tax

Form **990**

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

A For the 2023 calendar year, or tax year beginning JUL 1, 2023 and ending JUN 30, 2024

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
STARS NASHVILLE

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) 1704 CHARLOTTE AVENUE
Room/suite 200

City or town, state or province, country, and ZIP or foreign postal code
NASHVILLE, TN 37203

F Name and address of principal officer: RODGER DINWIDDIE
SAME AS C ABOVE

D Employer identification number
62-1285699

E Telephone number
615-279-0058

G Gross receipts $ 15,302,121.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: WWW.STARSNASHVILLE.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1984

M State of legal domicile: TN

Part I Summary

1 Briefly describe the organization's mission or most significant activities: SUPPORTS YOUNG PEOPLE THROUGH THE SOCIAL AND EMOTIONAL BARRIERS THEY FACE. OUR FIVE

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	37
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	37
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	322
6	Total number of volunteers (estimate if necessary)	6	325
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	2,615,502.	2,568,149.
9	Program service revenue (Part VIII, line 2g)	8,900,543.	11,490,453.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	98,293.	224,960.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-116,080.	-108,488.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	11,498,258.	14,175,074.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	9,989,773.	12,395,430.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) 346,669.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,238,009.	1,024,218.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	11,227,782.	13,419,648.
19	Revenue less expenses. Subtract line 18 from line 12	270,476.	755,426.

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	9,334,610.	10,677,336.
21	Total liabilities (Part X, line 26)	874,913.	1,205,148.
22	Net assets or fund balances. Subtract line 21 from line 20	8,459,697.	9,472,188.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

RODGER DINWIDDIE, CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
BETHANY HOVATER, CPA	BETHANY HOVATER, CPA	02/14/25	☐	P01981291

Firm's name PURYEAR & NOONAN, CPAS — Firm's EIN 62-0788068

Firm's address 40 BURTON HILLS BLVD STE 170
NASHVILLE, TN 37215 — Phone no. 615-296-0500

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

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Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III X

1 Briefly describe the organization's mission:
STARS HELPS YOUNG PEOPLE BY OFFERING ACCESS TO PREVENTION, INTERVENTION, & TREATMENT SERVICES IN SCHOOLS & COMMUNITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 8,964,124. including grants of $) (Revenue $ 9,147,603.)
OUR SCHOOL-BASED PREVENTION, INTERVENTION, AND MENTAL HEALTH COUNSELING SERVICES REACHED ALMOST 100,000 YOUNG PEOPLE. WE PROVIDE A WIDE RANGE OF SERVICES TO INCLUDE SCHOOL-WIDE ASSEMBLIES, CLASSROOM PRESENTATIONS, CRISIS SUPPORT, SMALL GROUP AND INDIVIDUAL COUNSELING SESSIONS, AS WELL AS MENTAL HEALTH THERAPY. OUR SCHOOL-BASED SERVICES SUPPORT STUDENTS DEALING WITH VARIOUS CHALLENGES LIKE TRAUMA, VIOLENCE, PTSD, SUBSTANCE ABUSE, DEPRESSION, GRIEF, LOSS, & BULLYING. MENTAL HEALTH COUNSELING SERVICES ARE ACCREDITED BY THE COMMISSION FOR THE ACCREDITATION OF REHABILITATION FACILITIES (CARF).

4b (Code:) (Expenses $ 1,731,713. including grants of $) (Revenue $ 1,891,588.)
STARS RESTORATIVE PRACTICE ASSISTANTS PROVIDE SERVICES AT 39 METRO NASHVILLE PUBLIC SCHOOLS REACHING OVER 9,902 STUDENTS. SERVICES PROVIDED INCLUDE THE COORDINATION OF THE RE-ENTRY OF STUDENTS FROM DISCIPLINE AND EXPULSION TO INCREASE ACCESS TO WRAPAROUND SUPPORTS AND CONNECTION TO SCHOOL STAFF. STARS ALSO PROVIDES INTERVENTIONS IN RESTORATIVE CENTERS FOR STUDENTS, STAFF AND PARENTS EXPERIENCING AND/OR CAUSING HARM TO RESOLVE THE HARM AND RESTORE RELATIONSHIPS AND WORK TO REDUCE RACIALLY DISPROPORTIONATE DISCIPLINE. RESTORATIVE PRACTICES CLASSROOMS ARE CREATED TO SUPPORT STUDENT SOCIAL EMOTIONAL LEARNING NEEDS, WHILE TEACHING CONFLICT RESOLUTION AND PRO-SOCIAL SKILLS.

4c (Code:) (Expenses $ 359,342. including grants of $) (Revenue $ 0.)
YODA - OUR INTENSIVE ADOLESCENT OUTPATIENT TREATMENT SERVICES ARE LICENSED BY THE TENNESSEE DEPARTMENT OF MENTAL HEALTH SERVICES AND ACCREDITED BY THE COMMISSION FOR THE ACCREDITATION OF REHABILITATION FACILITIES (CARF). THE PROGRAM IS OFFERED MONDAY, TUESDAY, WEDNESDAY AND FRIDAY FROM 3:30 P.M. TO 6:30 P.M. AUGUST THROUGH MAY. SUMMER HOURS ARE 11:00 A.M. TO 2:00 P.M. JUNE THROUGH JULY. OUR PHILOSOPHY OF TREATMENT IS BASED ON THE UNDERSTANDING THAT ADDICTION IS A CHRONIC AND PROGRESSIVE DISEASE, AFFECTING THE INDIVIDUAL ACROSS MULTIPLE DOMAINS; SOCIAL, MENTAL, PHYSICAL AND SPIRITUAL. THEREFORE, WE BELIEVE THAT TREATMENT MUST BE HOLISTIC IN NATURE, HEALING THE MIND, BODY AND SPIRIT. 50 CLIENTS PARTICIPATED IN OUR TREATMENT PROGRAM.

4d Other program services (Describe on Schedule O.)
(Expenses $ 1,247,698. including grants of $) (Revenue $ 451,262.)

4e Total program service expenses 12,302,877.

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10	X	
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

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Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23	X	
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30	X	
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	17		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	

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Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 322			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	X	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17		

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Part VI Governance, Management, and Disclosure. *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	37		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	37		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed TN

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[X] Own website [X] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

CYNTHIA WHETSTONE - 615-983-6801

1704 CHARLOTTE AVENUE, SUITE 200, NASHVILLE, TN 37203

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RODGER DINWIDDIE CEO	50.00			X				243,768.	0.	9,023.
(2) CYNTHIA WHETSTONE CFO	50.00			X				140,300.	0.	12,687.
(3) SANDRA SCHMAHL COO	45.00			X				105,963.	0.	2,125.
(4) ERIN DAUNIC CDO	40.00			X				95,565.	0.	0.
(5) AABESH DE BOARD MEMBER	0.10	X						0.	0.	0.
(6) ALDEN WARD BOARD MEMBER	0.10	X						0.	0.	0.
(7) ANDREW MARANISS BOARD MEMBER	0.10	X						0.	0.	0.
(8) ANDREW QUINN BOARD MEMBER	0.10	X						0.	0.	0.
(9) ANDREW SOLINGER BOARD MEMBER	0.10	X						0.	0.	0.
(10) CARNELL ELLIOTT BUILDING CHAIR	2.00	X		X				0.	0.	0.
(11) CASEY MULLIGAN ASSOCIATE BOARD LIAISON	2.00	X		X				0.	0.	0.
(12) DURHAM PETTIGREW BOARD MEMBER	0.10	X						0.	0.	0.
(13) ELLIE IVANCICH BOARD MEMBER	0.10	X						0.	0.	0.
(14) ELLIS METZ BOARD MEMBER	0.10	X						0.	0.	0.
(15) ERIN TOMLINSON CHAIRMAN	2.00	X		X				0.	0.	0.
(16) GRACE SWEENEY BOARD MEMBER	0.10	X						0.	0.	0.
(17) JAMAAL OLDHAM SECRETARY	2.00	X		X				0.	0.	0.

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) JAMES WILLIAMS BOARD MEMBER	0.10	X						0.	0.	0.
(19) KAREN CHAN BOARD MEMBER	0.10	X						0.	0.	0.
(20) KATIE GRANT BOARD MEMBER	0.10	X						0.	0.	0.
(21) KERRY BURKE BOARD MEMBER	0.10	X						0.	0.	0.
(22) LISA FISCH BOARD MEMBER	0.10	X						0.	0.	0.
(23) LIZZIE MCKEAND BOARD MEMBER	0.10	X						0.	0.	0.
(24) MARY LEIGH PIRTLE BOARD MEMBER	0.10	X						0.	0.	0.
(25) MARY MARTIN BOARD MEMBER	0.10	X						0.	0.	0.
(26) NICOLE JONES BOARD MEMBER	0.10	X						0.	0.	0.
1b Subtotal								585,596.	0.	23,835.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								585,596.	0.	23,835.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 3

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	X	
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

SEE PART VII, SECTION A CONTINUATION SHEETS

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(27) PAIGE KISBER CO-DEVELOPMENT CHAIR	2.00	X		X				0.	0.	0.
(28) PATRICK FEARS BOARD MEMBER	0.10	X						0.	0.	0.
(29) RASHEEN HARTWELL BOARD MEMBER	0.10	X						0.	0.	0.
(30) RENEASE PERKINS BOARD MEMBER	0.10	X						0.	0.	0.
(31) RICHARD HOWELL BOARD MEMBER	0.10	X						0.	0.	0.
(32) RICHARD STONE BOARD MEMBER	0.10	X						0.	0.	0.
(33) RITA MCDONALD PAST CHAIRMAN	2.00	X		X				0.	0.	0.
(34) ROB BARRICK TREASURER	2.00	X		X				0.	0.	0.
(35) ROBERT ROSARIO BOARD MEMBER	0.10	X						0.	0.	0.
(36) SHARON KAY BOARD MEMBER	0.10	X						0.	0.	0.
(37) SHELBY LOMAX BOARD MEMBER	0.10	X						0.	0.	0.
(38) SPERRY BELL SIMMONS CO-DEVELOPMENT CHAIR	2.00	X		X				0.	0.	0.
(39) TRACEY HENRY BOARD MEMBER	0.10	X						0.	0.	0.
(40) TYLER LAYNE BOARD MEMBER	0.10	X						0.	0.	0.
(41) JOHN THETFORD CHAIRMAN ELECT	2.00	X		X				0.	0.	0.
Total to Part VII, Section A, line 1c										

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a	606,762.				
	b Membership dues	1b					
	c Fundraising events	1c	143,825.				
	d Related organizations	1d					
	e Government grants (contributions)	1e	1,285,644.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	531,918.				
	g Noncash contributions included in lines 1a-1f	1g	$ 107,808.				
	h Total. Add lines 1a-1f			2,568,149.			
Program Service Revenue		Business Code					
	2a PROGRAM SERVICE FEES	611710		11,490,453.	11490453.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			11,490,453.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			140,989.			140,989.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real / (ii) Personal				
	6a Gross rents	6a	56,064.				
	b Less: rental expenses	6b	73,216.				
	c Rental income or (loss)	6c	-17,152.				
	d Net rental income or (loss)			-17,152.			-17,152.
			(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	7a	949,166.				
	b Less: cost or other basis and sales expenses	7b	865,195.				
	c Gain or (loss)	7c	83,971.				
	d Net gain or (loss)			83,971.			83,971.
	8a Gross income from fundraising events (not including $ 143,825. of contributions reported on line 1c). See Part IV, line 18	8a	97,300.				
	b Less: direct expenses	8b	188,636.				
	c Net income or (loss) from fundraising events			-91,336.			-91,336.
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions			14,175,074.	11490453.	0.	116,472.

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	637,548.	288,790.	207,409.	141,349.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	9,932,765.	9,518,334.	297,702.	116,729.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	114,688.	109,903.	3,437.	1,348.
9 Other employee benefits	1,383,811.	1,326,074.	41,475.	16,262.
10 Payroll taxes	326,618.	312,991.	9,789.	3,838.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	38,859.	559.	38,300.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	30,885.		30,885.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	306,243.	249,768.	55,880.	595.
12 Advertising and promotion				
13 Office expenses	296,583.	230,902.	19,030.	46,651.
14 Information technology				
15 Royalties				
16 Occupancy	63,936.	47,892.	10,542.	5,502.
17 Travel	61,096.	60,712.	75.	309.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	51,914.	47,465.	502.	3,947.
20 Interest	4,125.		4,125.	
21 Payments to affiliates	3,750.		3,750.	
22 Depreciation, depletion, and amortization	83,674.	62,481.	13,902.	7,291.
23 Insurance	60,701.	40,111.	19,842.	748.
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a MISCELLANEOUS	7,928.	2,348.	4,023.	1,557.
b MEMBERSHIP DUES & AWARD	7,836.	4,547.	2,746.	543.
c EQUIPMENT RENTAL & MAIN	6,688.		6,688.	
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	13,419,648.	12,302,877.	770,102.	346,669.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	871,994.	1	1,747,394.
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net	1,006,791.	3	804,702.
	4	Accounts receivable, net	1,158,722.	4	1,537,008.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	41,556.	9	33,786.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 4,060,473.			
	b	Less: accumulated depreciation — 10b: 1,528,815.	2,640,482.	10c	2,531,658.
	11	Investments - publicly traded securities	3,615,065.	11	4,022,788.
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	9,334,610.	16	10,677,336.
Liabilities	17	Accounts payable and accrued expenses	710,328.	17	1,041,120.
	18	Grants payable		18	
	19	Deferred revenue	14,585.	19	14,028.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties	150,000.	23	150,000.
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	874,913.	26	1,205,148.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	7,018,406.	27	8,092,619.
	28	Net assets with donor restrictions	1,441,291.	28	1,379,569.
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	8,459,697.	32	9,472,188.
	33	Total liabilities and net assets/fund balances	9,334,610.	33	10,677,336.

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	14,175,074.
2	Total expenses (must equal Part IX, column (A), line 25)	2	13,419,648.
3	Revenue less expenses. Subtract line 2 from line 1	3	755,426.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	8,459,697.
5	Net unrealized gains (losses) on investments	5	257,065.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	9,472,188.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	X	

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SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

STARS NASHVILLE

Employer identification number

62-1285699

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

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Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1988106.	3269057.	3887037.	2615502.	2568149.	14327851.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	1988106.	3269057.	3887037.	2615502.	2568149.	14327851.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						294,148.
6 **Public support.** Subtract line 5 from line 4.						14033703.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4	1988106.	3269057.	3887037.	2615502.	2568149.	14327851.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	101,507.	115,109.	138,673.	144,580.	197,053.	696,922.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	208.					208.
11 **Total support.** Add lines 7 through 10						15024981.

12 Gross receipts from related activities, etc. (see instructions) 12 28,941,003.

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f)) 14 93.40 %

15 Public support percentage from 2022 Schedule A, Part II, line 14 15 94.17 %

16a **33 1/3% support test - 2023.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support test - 2022.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10% -facts-and-circumstances test - 2023.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10% -facts-and-circumstances test - 2022.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

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Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2022** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests - 2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

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Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* **Part VI** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* **Part VI** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* **Part VI** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* **Part VI** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* **Part VI** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* **Part VI,** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* **Part VI.**	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* **Part VI.**	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* **Part VI.**	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* **Part VI.**	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

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Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* **Part VI.**	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* **Part VI** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* **Part VI** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* **Part VI** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* **Part VI** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* **Part VI** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* **(see instructions).**

a ☐ The organization satisfied the Activities Test. *Complete* **line 2** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* **line 3** *below.*

c ☐ The organization supported a governmental entity. *Describe in* **Part VI** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. **Answer lines 2a and 2b below.**			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* **Part VI identify those supported organizations and explain** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* **Part VI** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. **Answer lines 3a and 3b below.**			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No" provide details in* **Part VI.**	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* **Part VI** *the role played by the organization in this regard.*	3b		

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* **Part VI**). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (*explain in detail in* **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount		Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1	
2 Enter 0.85 of line 1.	2	
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4 Enter greater of line 2 or line 3.	4	
5 Income tax imposed in prior year	5	
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required - *provide details in* **Part VI**)	5	
6	Other distributions (*describe in* **Part VI**). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* **Part VI**). See instructions.	8	
9	Distributable amount for 2023 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2023**	**(iii) Distributable Amount for 2023**
1	Distributable amount for 2023 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required - *explain in* **Part VI**). See instructions.			
3	Excess distributions carryover, if any, to 2023			
a	From 2018			
b	From 2019			
c	From 2020			
d	From 2021			
e	From 2022			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2023 distributable amount			
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2023 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2023 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* **Part VI.** See instructions.			
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* **Part VI**. See instructions.			
7	**Excess distributions carryover to 2024.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2019			
b	Excess from 2020			
c	Excess from 2021			
d	Excess from 2022			
e	Excess from 2023			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Name of the organization

STARS NASHVILLE

Employer identification number

62-1285699

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[ ] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[X] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

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Name of organization: STARS NASHVILLE

Employer identification number: 62-1285699

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		$ 90,000.	Person [X] Payroll Noncash (Complete Part II for noncash contributions.)
2	3	$ 65,000.	Person [X] Payroll Noncash (Complete Part II for noncash contributions.)
3		$ 54,264.	Person Payroll Noncash [X] (Complete Part II for noncash contributions.)
4		$ 160,000.	Person [X] Payroll Noncash (Complete Part II for noncash contributions.)
5		$ 465,963.	Person [X] Payroll Noncash (Complete Part II for noncash contributions.)
		$	Person Payroll Noncash (Complete Part II for noncash contributions.)

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Name of organization: STARS NASHVILLE

Employer identification number: 62-1285699

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
3	HCA STOCK	$ 54,264.	
		$	
		$	
		$	
		$	
		$	
		$	

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Name of organization: STARS NASHVILLE

Employer identification number: 62-1285699

Part III **Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e) and** the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this info. once.) $ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization
STARS NASHVILLE

Employer identification number
62-1285699

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $ _____

(ii) Assets included in Form 990, Part X $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ _____

b Assets included in Form 990, Part X $ _____

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	514,971.	470,487.	543,011.	425,715.	422,237.
b Contributions					
c Net investment earnings, gains, and losses	59,955.	48,362.	-68,071.	121,121.	6,844.
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses	4,319.	3,878.	4,453.	3,825.	3,366.
g End of year balance	570,607.	514,971.	470,487.	543,011.	425,715.

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment .0000 %
b Permanent endowment 29.2990 %
c Term endowment 70.7010 %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		X
(ii) Related organizations?	3a(ii)		X
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	335,000.			335,000.
b Buildings	3,130,765.		1,385,972.	1,744,793.
c Leasehold improvements	407,101.		100,060.	307,041.
d Equipment	187,607.		42,783.	144,824.
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				2,531,658.

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Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... X

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	14,474,470.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	257,065.		
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d	73,216.		
e	Add lines 2a through 2d			2e	330,281.
3	Subtract line 2e from line 1			3	14,144,189.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	30,885.		
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	30,885.
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	14,175,074.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	13,461,979.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d	73,216.		
e	Add lines 2a through 2d			2e	73,216.
3	Subtract line 2e from line 1			3	13,388,763.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	30,885.		
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	30,885.
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	13,419,648.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

THE PURPOSE OF THE ENDOWMENT FUNDS ARE FOR LONG-TERM SUSTAINABILITY OF THE ORGANIZATION.

PART X, LINE 2:

THE ORGANIZATION RECOGNIZES THE TAX BENEFITS OF UNCERTAIN TAX POSITIONS ONLY WHERE THE POSITION IS "MORE LIKELY THAN NOT" TO BE SUSTAINED ASSUMING EXAMINATION BY TAX AUTHORITIES. MANAGEMENT HAS ANALYZED THE ORGANIZATION'S TAX POSITIONS AND HAS CONCLUDED THAT NO LIABILITY FOR UNRECOGNIZED TAX BENEFITS SHOULD BE RECORDED RELATED TO UNCERTAIN TAX POSITIONS TAKEN ON RETURNS FILED FOR THE OPEN TAX YEARS(YEARS ENDED JUNE 30, 2021 THROUGH 2023), OR EXPECTED TO BE TAKEN IN THE ORGANIZATION'S TAX RETURN FOR THE

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Part XIII Supplemental Information *(continued)*

YEAR ENDED JUNE 30, 2024. THE ORGANIZATION IDENTIFIES ITS MAJOR TAX JURISDICTIONS AS THE U.S. FEDERAL AND THE STATE OF TENNESSEE. HOWEVER, THE ORGANIZATION IS NOT CURRENTLY UNDER AUDIT NOR HAS THE ORGANIZATION BEEN CONTACTED BY ANY OF THESE JURISDICTIONS. THE ORGANIZATION IS NOT AWARE OF ANY TAX POSITIONS FOR WHICH IT IS REASONABLY POSSIBLE THAT THE TOTAL AMOUNTS OF UNRECOGNIZED TAX BENEFITS WILL CHANGE IN THE NEXT TWELVE MONTHS.

PART XI, LINE 2D - OTHER ADJUSTMENTS:

SEE SCHEDULE D SUPPLEMENTAL FINANCIAL INFORMATION 73,216.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

SEE SCHEDULE D SUPPLEMENTAL FINANCIAL INFORMATION 73,216.

PART XI, LINE 4B & PART XII LINE 2D

RENTAL EXPENSES OF $73,216 WERE INCLUDED IN TOTAL EXPENSES PER AUDITED FINANCIAL STAEMENTS, BUT REDUCE RENT INCOME ON FORM 990 PART VIII LINE 6B. INVESTMENT EXPENSES OF $30,885 WERE NOT INCLUDED IN TOTAL EXPENSES PER AUDITED FINANCIAL STATEMENTS, BUT REDUCE INVESTMENT INCOME ON THE AUDITED FINANCIAL STATEMENTS.

PART V, LINE 1A-1G:

RETROSPECTIVE ADJUSTMENTS WERE MADE TO COLUMNS B THROUGH E OF SCHEDULE D, PART V TO EXCLUDE A BUILDING RESERVE FUND ACCOUNT FROM THE CALCULATION OF ENDOWMENT BALANCES. PRIOR FORM 990 FILINGS INCLUDED THIS ACCOUNT IN ERROR. THE CURRENT FORM 990 REFLECTS THE CORRECTED ENDOWMENT FUND BALANCES FOR THE PAST FOUR YEARS.

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SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization: STARS NASHVILLE

Employer identification number: 62-1285699

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a ☐ Mail solicitations
- b ☐ Internet and email solicitations
- c ☐ Phone solicitations
- d ☐ In-person solicitations
- e ☐ Solicitation of non-government grants
- f ☐ Solicitation of government grants
- g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 FARM TO TABLE (event type)	(b) Event #2 GOLF TOURNAMENT (event type)	(c) Other events 1 (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	195,551.	41,687.	3,887.	241,125.
	2 Less: Contributions	116,942.	24,859.	2,024.	143,825.
	3 Gross income (line 1 minus line 2)	78,609.	16,828.	1,863.	97,300.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs	31,722.	7,040.		38,762.
	7 Food and beverages	23,288.	5,476.	2,319.	31,083.
	8 Entertainment				
	9 Other direct expenses	112,787.	5,916.	88.	118,791.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				188,636.
	11 Net income summary. Subtract line 10 from line 3, column (d)				-91,336.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

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11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility 13a %

b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization $ _____ and the amount of gaming revenue retained by the third party $ _____

c If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation $ _____

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year $

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

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Part IV Supplemental Information *(continued)*

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SCHEDULE J (Form 990)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

STARS NASHVILLE

Employer identification number

62-1285699

Part I Questions Regarding Compensation

			Yes	No
1a	Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.			
	☐ First-class or charter travel	☐ Housing allowance or residence for personal use		
	☐ Travel for companions	☐ Payments for business use of personal residence		
	☐ Tax indemnification and gross-up payments	☐ Health or social club dues or initiation fees		
	☐ Discretionary spending account	☐ Personal services (such as maid, chauffeur, chef)		
b	If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b		
2	Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2		
3	Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.			
	☐ Compensation committee	☒ Written employment contract		
	☐ Independent compensation consultant	☒ Compensation survey or study		
	☒ Form 990 of other organizations	☒ Approval by the board or compensation committee		
4	During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:			
a	Receive a severance payment or change-of-control payment?	4a		X
b	Participate in or receive payment from a supplemental nonqualified retirement plan?	4b		X
c	Participate in or receive payment from an equity-based compensation arrangement?	4c		X
	If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.			
	Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.			
5	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:			
a	The organization?	5a		X
b	Any related organization?	5b		X
	If "Yes" on line 5a or 5b, describe in Part III.			
6	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:			
a	The organization?	6a		X
b	Any related organization?	6b		X
	If "Yes" on line 6a or 6b, describe in Part III.			
7	For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7		X
8	Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8		X
9	If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9		

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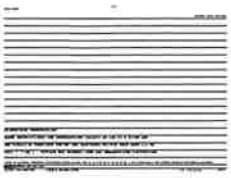

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SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

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Open to Public Inspection

Name of the organization: STARS NASHVILLE

Employer identification number: 62-1285699

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art	X	14	5,795.	FAIR MARKET VALUE
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded	X	2	55,350.	FAIR MARKET VALUE
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other (NON-ART AUCTION)	X	52	46,663.	FAIR MARKET VALUE
26	Other ( )				
27	Other ( )				
28	Other ( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement 29

		Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period? 30a		X
b	If "Yes," describe the arrangement in Part II.		
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions? 31		X
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? 32a		X
b	If "Yes," describe in Part II.		
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

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Part II **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

SCHEDULE M, PART I, COLUMN (B):

STARS IS REPORTING ON THE NUMBER OF ITEMS RECEIVED.

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SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization
STARS NASHVILLE

Employer identification number
62-1285699

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

EVIDENCE-BASED SCHOOL AND COMMUNITY PROGRAMS ADDRESS ISSUES LIKE BULLYING PREVENTION, SUBSTANCE MISUSE, VIOLENCE AND OTHER MENTAL HEALTH ISSUES. IN ADDITION TO OUR PROGRAMS AND SERVICES IN TENNESSEE, STARS IS ALSO AN IMPORTANT NATIONAL RESOURCE FOR TRAINING AND PROFESSIONAL CONSULTATION.

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

OTHER PROGRAM SERVICES INCLUDES THE FOLLOWING PROGRAMS: POWER YOUTH THAT PROVIDES ACCESS TO EMPLOYMENT AND ON THE JOB TRAINING FOR DAVIDSON COUNTY COLLEGE STUDENTS TEACHING SOCIAL AND EMOTIONAL SKILLS; OPIOID AWARENESS PROGRAM DESIGNED TO INCREASE AWARENESS ON THE DANGERS OF OPIOIDS AND STIMULANTS, AND THE AVAILABLE RESOURCES FOR OPIOID OVERDOSE PREVENTION. THE VAPING AWARENESS/COALITION IS ALSO INCLUDED IN OTHER PROGRAM SERVICES. THE GOAL OF THE SAMHSA FUNDED VAPING AWARENESS COALITION, NASHVILLE THRIVES, IS TO INCREASE CAPACITY OF DIVERSE STAKEHOLDERS, INCLUDING YOUTH SERVICE PROVIDERS AND COMMUNITY ORGANIZATIONS, TO PREVENT THE ONSET AND DECREASE THE PROGRESSION OF ECIGARETTE AND OTHER SUBSTANCE MISUSE AMONG CHILDREN AND YOUTH AGES 25 AND UNDER. THE COALITION WORKS TO ENSURE EVERY NASHVILLIAN CAN IMPROVE, ACHIEVE AND SUSTAIN HEALTH AND WELL-BEING BY ADVOCATING, FACILITATING AND CREATING COMMUNITY-DRIVEN POLICIES, SYSTEMS, RESOURCES AND SERVICES.

STARS TRAINING PROGRAMS ARE A LEADER IN TENNESSEE PROVIDING YOUTH PREVENTION CURRICULUM & RESOURCES TO STUDENTS ACROSS THE STATE. WE ALSO

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PROVIDE TRAINING AND PROFESSIONAL DEVELOPMENT FOR ENTIRE SCHOOL SYSTEMS, SCHOOL ADMINISTRATORS, TEACHERS, GUIDANCE COUNSELORS AND OTHER SCHOOL SUPPORT PERSONNEL TO ADDRESS NONACADEMIC BARRIERS THAT CHALLENGE STUDENTS ON A DAILY BASIS, SUCH AS BULLYING PREVENTION, RESTORATIVE PRACTICES, MOVE 2 STAND AND CULTURAL COMPETENCY. 30,000 INDIVIDUALS WERE SERVED THROUGH ALL THESE PROGRAMS.
EXPENSES $ 1,247,698. INCLUDING GRANTS OF $ 0. REVENUE $ 451,262.

FORM 990, PART VI, SECTION B, LINE 11B:
THE FORM 990 IS REVIEWED BY THE ORGANIZATION'S FINANCIAL AUDIT COMMITTEE.

FORM 990, PART VI, SECTION B, LINE 12C:
STARS BOARD OF DIRECTORS ANNUALLY REVIEW THE ORGANIZATION'S CONFLICT OF INTEREST POLICY AND SIGN THE DOCUMENT STATING THAT THERE IS NO CONFLICT OF INTEREST OR DISCLOSE ANY KNOWN CONFLICTS OF INTEREST. BOARD OF DIRECTORS ALSO DISCLOSE ANNUALLY ANY BUSINESS RELATIONSHIPS THEY HAVE WITH OTHER BOARD MEMBERS OR KEY EMPLOYEES.

FORM 990, PART VI, SECTION B, LINE 15:
SALARY AND COMPENSATION FOR ALL AGENCY EMPLOYEES ARE REVIEWED AND COMPARED TO MARKET DATA BY THE FINANCE COMMITTEE AND/OR TREASURER AS PART OF THE BUDGET APPROVAL PROCESS. ONCE THE FINANCE COMMITTEE APPROVES THE BUDGET, IT GOES TO THE EXECUTIVE COMMITTEE FOR FURTHER REVIEW AND APPROVAL, AND THEN TO THE FULL BOARD FOR FINAL APPROVAL.

FORM 990, PART VI, SECTION C, LINE 19:
THE ORGANIZATION'S GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE GENERAL PUBLIC THROUGH THE ORGANIZATION'S WEBSITE, PUBLIC WEBSITES SUCH AS

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Name of the organization: STARS NASHVILLE

Employer identification number: 62-1285699

GUIDESTAR AND GIVING MATTERS AND THE DOCUMENTS ARE AVAILABLE UPON REQUEST.

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UNRELATED BUSINESS INCOME

CARRYOVER DATA TO 2024

Name	Employer Identification Number
STARS NASHVILLE	62-1285699

Based on the information provided with this return, the following are possible carryover amounts to next year.

FEDERAL PRE-2018 NET OPERATING LOSS	104,125.

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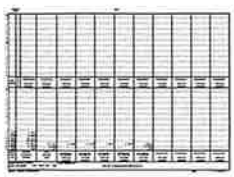

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Cynthia Whetstone
Signature of Authorized Representative
Name: Cynthia Whetstone
Title: CFO
Agency Name: STARS Nashville
Date: 08/15/2025

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Cynthia Whetstone
Signature of Authorized Representative
Name: Cynthia Whetstone
Title: CFO
Agency Name: STARS Nashville
Date: 08/15/2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Click or tap here to enter text., acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): Cynthia Whetstone

Signature: Cynthia Whetstone

Date: 8/15/2025

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

July 15, 2025

Re: TN Voices Notice of Funds Award
FY 26 Community Partnership Fund Youth Violence Reduction Priority

Dear Rikki Harris,

Juvenile Court values the services that TN Voices provides to reduce youth violence in our community. I am pleased to inform you that TN Voices located at 500 Professional Park Drive, Goodlettsville, Tennessee, 37072 is hereby awarded **twenty-five thousand dollars ($25,000.00)** dollars to train Family Support Provider Court program staff in anger and behavioral management and provide materials to deliver such services to youth in Davidson County during the FY26 Fiscal year.

The Community Partnership Fund is provided by the Metropolitan Government of Nashville and Davidson County. This grant is managed by the Davidson County Juvenile Court, a Department of the Metropolitan Government of Nashville and Davidson County.

The next step in the process will include TN Voices amending their budget and budget narrative to reflect this award and executing a contract with Davidson County Juvenile Court via a resolution by and through the Office of the Mayor.

The term of this Grant shall be for a period of twelve (12) months, commencing retroactively on July 1, 2025, and ending on June 30, 2026. Metro shall have no obligation for services rendered by the recipient which are not performed within the terms of the Grant Spending Plan. This is a reimbursement grant; therefore, documentation which serves as proof of delivered services of a kind and type must accompany the submission of your invoices.

Sincerely,

Nicole Whitlock
Deputy Court Administrator of Finance
Davidson County Juvenile Court
nicoleswhitlock@jisnashville.gov
(615) 880-2368

Shelley Hudson
Special Projects Manager
Davidson County Juvenile Court
shelleyhudson@jisnashville.gov
(615) 862-8079

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GRANT CONTRACT
BETWEEN THE JUVENILE JUSTICE CENTER
(Metro Juvenile Court),
A DEPARTMENT OF THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
TN VOICES

This Grant Contract issued and entered pursuant to **RS2025-** _____ by and between the Juvenile Justice Center, a Department of the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and **TN Voices** hereinafter referred to as the "Grantee," is for the **Family Support Providers Court (FSPC)** program to provide anger management program materials, services, and marketing materials as further defined in the "SCOPE OF PROGRAM." (Attachment 1).

RECITALS

WHEREAS, Metro Juvenile Court is the Recipient and Grantor of funds from the Metropolitan Government of Nashville Davidson County Community Partnership Fund and,

WHEREAS TN Voices (hereinafter called "Grantee") is the Grantee of funds from the Community Partnership Fund; and,

WHEREAS expenditures will take place or have been retroactively used during the time frame from **July 1, 2025, through June 30, 2026**; and,

WHEREAS 88% of referrals to the Family Support Provider program in Juvenile Court identify a need for anger management or behavioral management services and,

WHEREAS the Grantee will serve court-involved youth in Davidson County; and,

WHEREAS the Grantee will provide anger management training in evidenced-based practices to FSPC staff and anger management materials to court-involved youth; and,

WHEREAS the Grantee's goals include:

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Goal 1: Promote TNV services within other Davidson County Juvenile Court divisions.

Objective 1.1: Increase awareness of TN Voices resources within other Davidson County Juvenile Court divisions.

Activity 1.1: Provide TNV informational materials to at least five (5) other divisions in Juvenile Court by zoom or in-person activities.

Goal 2: Secure evidence-based anger management training for FSPC staff.

Objective 2.1: Certify FSPC staff in an evidenced-based anger-management curriculum for youth.

Activity 2.1: FSPC staff to attend evidence-based anger management training to become certified instructors.

Goal 3: Provide anger management classes to justice-involved youth their parents/caregivers.

Objective 3.1: Collaborate with Juvenile Court to receive program referrals.

Activity 3.1: At least 20 justice-involved youth to participate in anger-management classes.

WHEREAS Measurable outcomes include:

1. Program information will be shared with a minimum of five (5) other Davidson County Juvenile Court programs.
2. Increase FSPC program participation by 25% to expand the number of families served.
3. 100 % of FSPC staff (1 of 1) will be trained in providing Anger Management curriculum.
4. A minimum of 20 youth will be trained in Anger management during FY 26.

WHEREAS, Juvenile Court and **TN Voices** propose to utilize **twenty-five thousand ($ 25,000.00) dollars,** of the CPF grant to provide anger management program materials, services, and program marketing materials.

A. RECITILS AND SCOPE OF PROGRAM:

All of the above stated Recitals are incorporated into and made a substantive part of this Contract.

SCOPE OF PROGRAM:

A.1. The Grantee will use the funds for the following:

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A.2. The Grantee shall spend these funds consistent with their proposed use in the Grantee's funding application, hereinafter referred to as the Grant Spending Plan (Application and budget), attached and incorporated herein as **Attachment 1**. The Grantee shall collect data as mandated by the scope of program services, Metro Grants Manual requirements and Metro to evaluate the effectiveness of their services and shall provide those results to Metro upon request.

A.3. The Grantee shall only utilize these funds for services the Grantee provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Grantee agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Grantee shall collect general demographic 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 shall be for a period of twelve (12) months, commencing on **July 1, 2025, and ending on June 30,2026.** This grant is retroactive, beginning **July 1, 2025.** Metro shall have no obligation for services rendered by the Grantee which are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability.

In no event shall the maximum liability of Metro under this Grant Contract exceed **twenty-five thousand ($25,000.00) dollars.** The Grant Spending Plan is attached and incorporated herein as part of **Attachment 1** and shall constitute the maximum amount to be provided to the Grantee by Metro for all of the Grantee's obligations hereunder.

The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct program costs incurred or to be incurred by the Recipient during the contract term. Indirect costs are not allowable for this grant.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Grantee by Metro.

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C.2. **Compensation Firm.**

The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. **Payment Methodology.**

The Grantee shall be compensated on a reimbursement basis for actual direct program costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

All invoices shall be sent **electronically** to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). Said payment shall not exceed the maximum liability of this Grant Contract. See the Metro Grants Manual, Chapter 3: Standards for Financial Management, Section: Supporting Documentation, page 17 for examples.

Generally, invoices submitted for reimbursement will be accepted on a **quarterly basis**. Juvenile Court Grant Management team will consider electronic written requests for monthly reimbursements and advise the Grantee if approved.

Supporting documentation shall serve as proof of delivered services of a kind and type and shall accompany submission of invoices in order to be eligible for payment. See the Metro Grants Manual, Chapter 3: Standards for Financial Management System.

Final invoices for the contract period must be received by Juvenile Court by July 7, 2026.

Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.5. **Payment of Invoice.**

The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. **Allowable, Unallowable, and Indirect Costs.**

The Grantee shall meet all allowable and unallowable Metro Grants cost requirements. See the Metro Grants Manual, Chapter 5: Allowable Costs, and

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Chapter 6: Unallowable Costs. This grant contract does not allow for indirect cost. The Grantee's invoice shall 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 unallowable.

Grantees that receive grant funds from Metro shall ensure that expenditures incurred for the purpose of the grant meet certain criteria. Cost incurred must be:

- a reasonable use of funds,
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program, compliant with the terms and purpose of the Metro grant, authorized within the budget,
- properly approved, and
- adequately documented

Long-distance non-business-related calls are not reimbursable.

Tips included on supplies and service are not reimbursable.

C.7. **Deductions.**

Metro reserves the right to adjust any amounts which are or shall become due and payable to the Grantee by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Grantee under this or any Contract.

C.8. **Travel Compensation.**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by a Grantee or Grantee's employee who is in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are allowable when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. **Grantees must establish and use their own internal travel policy.** Each grantee is subject to their established travel policy. See Grants Manual, Chapter 5: Allowable Costs.

C.9. **Electronic Payment.**

Metro requires as a condition of this contract that the Grantee shall complete and sign Metro's **iSupplier** form authorizing electronic payments to the Grantee.

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Grantees who have not already submitted the form to Metro will have thirty (30) days from the beginning of the contract to complete, sign, and return the form. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

The process is initiated by clicking on "Register with iSupplier" at the following link on Nashville.gov:

https://www.nashville.gov/Finance/Procurement/How-To-Do-Business-With-Metro.aspx

Note: This is a critical step that can only be accomplished by the Grantee seeking payment by Metro. At the conclusion of the vendor registration process, registrants receive an email advising them of their system assigned iSupplier number and of having successfully registered. They should email iSupplier@nashville.gov if they have questions about or issues with navigating the vendor registration process.

By default, Metro sets up vendors on Net 30 payment terms. This means that it will take approximately 30 days for a Grantee to receive payment after an approved invoice is forwarded for reimbursement.

The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Juvenile Court Finance Manager) for questions regarding iSupplier.

Grantees receiving reallocated funding do not have to register with Metro's iSupplier.

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. The Grantee shall make proposed changes in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the requested changes to determine if the changes are allowable, and if they warrant a contract amendment.

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D.3. **Termination for Cause.**

Should the Grantee fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro shall have the right to immediately terminate the Grant Contract and the Grantee shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Grantee shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee. See the Metro Grants Manual, Section: Failure to Comply, page 5.

D.4. **Subcontracting.**

The Grantee shall not assign this Grant Contract or enter a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. The Grantee shall make subcontracting requests in writing by email to the attention of NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT) and copy and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager). The Juvenile Court Grants Management team will review the request to determine if subcontracting is allowable. Notwithstanding any use of approved subcontractors, the Grantee shall be considered the prime grant Recipient and shall be responsible for all work performed.

D.5. **Conflicts of Interest.**

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

D.6. **Nondiscrimination.**

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. **The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees, clients, and applicants, notices of nondiscrimination.**

D.7. **Records, Records Access, and Maintenance.**

The Grantee shall maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro

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grant contract for a period of at least three (3) years after the completion of the grant period.

The Grantee shall retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro.

The Grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

The Grantee shall allow Metro Government, or any duty-authorized representatives to have access to any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

Financial statements shall be prepared in accordance with generally accepted accounting principles.

See the Metro Grants Manual, Chapter 9: Record Retention and Access Requirements.

D.8. **Monitoring.**

Monitoring is the review process used to determine the Grantee's compliance with the requirements of Federal, State, and/or local laws, regulations, and measures of progress toward stated results and outcomes. Monitoring determine the level of compliance with program expectations and identify operational changes. Monitoring also determines if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements.

The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Juvenile Court Grant Management Team, the Metropolitan Office of Financial Accountability (OFA), and/or Metro's duly appointed representatives.

The Grantee shall 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. See the Metro Grants Manual, Chapter 10: Monitoring Requirements.

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D.9. **Reporting.**

Reporting details the Grantee's progress on each of the core performance measures identified in the grant solicitation and any program specific and/or outcome measures identified in the Grantee's Grant Spending Plan as funded under this Grant Contract. The Grantee is required to gather and maintain statistical data relating to grant project activities. This includes number of person's served (not approximations), identifying information to confirm that person's served reside in Davidson County, and information on date and location of all funded services provided. The data collected should support the activities, objectives and measurable program outcomes and other reporting requirements.

The Grantee shall submit quarterly program updates to the Juvenile Court Grants Management team. The team will provide this report directly to the Grantee.

The Grantee shall submit an **Interim Program Report** no later than **January 6, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding January 6, 2026.

The Grantee shall submit a **Final Program Report** no later than **July 31, 2026**. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **July 31, 2026**.

The Grantee shall submit an **Annual Expenditure Report**, to reconcile grant receipts with grant revenues. The report is due 45 days after the end of the grant period. The grantee can submit the report earlier. The Grantee shall submit the report in writing by email, having an electronic sent time date stamp not exceeding **August 14, 2026**. Said report shall be in form and substance acceptable to Metro and shall be prepared by a **Certified Public Accounting Firm or the Chief Financial Officer** of the Recipient Organization.

The Grantee shall send all reports electronically to the attention of the Grants Management team: NicoleSWhitlock@jisnashville.gov (Ms. Nicole Whitlock, Deputy Court Administrator for Finance, HR, IT); and shelleyhudson@jisnashville.gov (Mrs. Shelley Hudson, Juvenile Court Special Projects Program Manager).

See the Metro Grants Manual, Chapter 8: Reporting Requirements.

D.10. **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 shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

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D.11. **Insurance.**

The Grantee agrees to carry adequate sexual molestation and abuse insurance in the amount of one million ($1,000,000.00) dollars, public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.12. **Metro Liability.**

Metro shall have no liability except as specifically provided in this Grant Contract.

D. 13. **Independent Contractor.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Grantee shall 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 Grantee, 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 Grantee, 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 Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Contract.

(d) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. **Force Majeure.**

"Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as

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provided in this Section, any failure or delay by a party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a breach under this Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Grantee will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.16. **State, Local and Federal Compliance.**

The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.17. **Governing Law and Venue.**

The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall be in the courts of Davidson County, Tennessee.

D.18. **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.19. **Headings.**

Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.20. **Metro Interest in Equipment.**

The Grantee shall take legal title to all equipment, 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" shall be 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 Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds

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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 Grantee shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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.

Equipment purchased with grant funds is listed on an equipment log. (See Juvenile Court Equipment Summary Report) and note project staff using said equipment.

D. 21. **Assignment - Consent Required.**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or 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.23. **Lobbying.**

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The Grantee certifies, to the best of its knowledge and belief, that:

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Grantees shall certify and disclose accordingly.

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

D.25. **Public Accountability**.

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

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

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D. 26. **Disclosure of Personal Identity Information.**

The Grantee shall report to Metro any instances of unauthorized disclosure of personally identifiable information that comes to the Grantee's attention. The Grantee shall make any such report within twenty-four (24) hours after the instance has come to the Grantee's attention. The Grantee, at the sole discretion of Metro, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to Metro under this Grant Contract or otherwise available at law.

D.23. **Written Policies and Procedures.**

The Grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, travel, and other such policies and procedures that guide normal business activities to ensure consistent operation of the agency's programs and adequate documentation for an audit. See the Metro Grants Manual, Chapter 3: Standards for Financial Management.

D.25. **Communications and Contacts.**

All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Grant Contract shall be in writing by email addressed to the respective party set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro
For contract-related matters inquiries regarding programming and invoices:

Metro Juvenile Court CPF Grants Program Management Team Contact:

Shelley Hudson
Special Project Program Manager
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: 615-862-8079
Cell: 615-500-3391
shelleyhudson@jisnashville.gov

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Metro Juvenile Court CPF Fiscal Grant Management and Invoicing Contact.

Nicole Whitlock
Deputy Court Administrator of Finance, HR, IT
Juvenile Court
P.O. Box 196306
Nashville, Tennessee 37219-6306
Office: (615) 880-2368
NicoleSWhitlock@jisnashville.gov

Recipient:

Name: Rikki Harris
Title: Chief Executive Offier
Agency Name : TN Voices
Address : 500 Professional Park Drive
City : Goodlettsville, State : Tennessee, Zip : 37072
Phone : 615-766-0217
Email : rharris@tnvoices.org

D. 25. **Effective Date.**

This contract shall not be binding upon the parties until it has been signed first by the Grantee 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 signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

RECIPIENT: Rikki Harris

By: Rikki Harris

Title: CEO

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Jennifer Reed/mjw
62377A2A8742469...
Director of Finance

Sworn to and subscribed to before me a Notary Public, this 11 day of August, 2025

Notary Public

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Lexie Ward
6A5DC7C9494243F...
Metropolitan Attorney

My Commission expires 5/9/26

FILED IN THE OFFICE OF THE CLERK:

BRIAN TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

Metropolitan Clerk

DocuSigned by:
Aaron Pratt
DB59844A2DE04C4...
Office of Management and Budget

Signed by:
Sheila D. J. Calloway
4F412B706322448...
Department Head

DocuSigned by:
Balogun Cobb
68804BE12EDZ41C...
Director of Insurance

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FY 26 COMMUNITY PARTNERSHIP FUNDS (CPF) APPLICATION

Provided by: Davidson County Juvenile Court
Category: Youth Violence Reduction
Term of Grant Funding: July 1, 2025 – June 30, 2026
Process: Competitive Application Process
No Subcontracting Allowed
(Notice: All funding decisions will be made by an independent civilian review board)
Funding is Contingent Upon the Final Passage of the FY 2026 Metro Budget

SECTION 1: AGENCY/PROGRAM FUNDING INFORMATION

Name of organization	TN Voices
Name of program to be funded.	Family Support Providers in Juvenile Courts

Is the applicant a prior Metro CPF recipient?

☐ Yes ☒ No

1. Year of funding: Click or tap here to enter text.
2. Amount funded: Click or tap here to enter text.

Is the applicant a prior year Metro Direct Appropriation recipient?

☐ Yes ☒ No

1. Year of funding: Click or tap here to enter text.
2. Amount funded: Click or tap here to enter text.

SECTION 2: AGENCY CONTACT INFORMATION

Individual signing contract.	**Name:** Rikki Harris **Title:** Chief Executive Officer **Phone number:** 615-766-0217 **Email:** rharris@tnvoices.org
Individual completing application.	**Name:** Anna Grosser **Title:** Director of Development **Phone number:** (859) 801-9387 **Email:** anna.grosser@tnvoices.org
Individual over program monitoring. *Recipients of Metro funds must ensure that the agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** Monica Schmidt **Title:** VP of Programs and Outpatient Services **Phone number:** (615) 613-5828 **Email:** monica.schmidt@tnvoices.org

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Individual over financial monitoring. *Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro standards (See Metro Non-Profit Grants Manual, Updated, 2023).*	**Name:** David Lamberth **Title:** Chief Financial Officer **Phone number:** (615) 269-7751 **Email:** David.lamberth@tnvoices.org

SECTION 3: ELIGIBILITY CRITERIA

The Agency's application must meet the below criteria to be considered for funding by an independent civilian review board.

1. Program serves residents of Nashville, Davidson County only.
   ☒ Yes ☐ No

2. A) Applicant must have a 501(c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S. C. A.

   ☒ Yes ☐ No
   If yes, has there been a change in the applicant's 501(c) (3) status? ☐ Yes ☒ No
   If yes, (Explain) N/A

   ☒ Required Attachment: Copy of the agency's 501 (c) (3) document with this application.

OR

   B) Applicant must have a 501 (c) (6) designation of exemption form federal taxation from the IRS as provided by 26 U.S.C.A.

   ☐ Yes ☒ No
   If yes, has there been a change in the applicant's 501(c) (6) status? ☐ Yes ☒ No
   If yes, (Explain) Click or tap here to enter text.

   ☐ Required Attachment: Copy of the agency's 501 (c) (6) document with this application.

AND

3. Applicant must have an *Articles of Incorporation* as a non-profit and *registration identification* number provided by the Secretary of State as a Charitable Organization provided by the State of Tennessee Secretary of State or proof of such exemption as allowed.

   ☒ Yes ☐ No
   If yes, has there been a change in the applicant's non-profit status? ☐ Yes ☒ No
   If yes (Explain) Click or tap here to enter text.

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☒ Required Attachment: Copy of the agency's Articles of Incorporation and registration identification number.

AND

4. **Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application.**

   ☒ **Required Attachment: A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.**

AND

5. Applicant must be in compliance with grant contract award requirements from Metro in any previous year(s).

   ☐ Yes ☐ No

   If yes, when was the last time the applicant was audited by Metro? Click or tap here to enter text.
   Was the applicant in compliance?
   ☐ Yes ☐ No
   If no, did the applicant correct Metro audit concerns to Metro's satisfaction?
   ☐ Yes ☐ No

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (D), Applicants must submit their agency's Total Annual Revenue Level and requested Grant Amount (Metro Ordinance No. BL2013-578, Amended).

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022, and March 1, 2023.

1. ☒ Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds from the Metropolitan Government in excess of fifty-thousand dollars are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards.

   "Audit" means a formal examination of the organization's accounting records and financial situation in accordance with the generally accepted auditing standards issued by the American Institute of Certified Public Accountants. The purpose of an audit is to provide financial statement users with an opinion by the auditor on whether the financial statements are presented fairly, in all material respects, in accordance with an applicable financial reporting framework, which enhances the degree of confidence that intended users can place in the financial statements.

   ☒ Attach an annual audit conducted by an independent CPA attached.

   Requested Grant Funding Amount:
   - Minimum Requested Amount: $20,000

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- **Maximum Requested Amount:** $50,000

2. ☐ **Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds from the Metropolitan Government between twenty-five thousand dollars and fifty-thousand dollars** are required to submit a review of financial statements conducted by an independent CPA.

   "Review of Financial Statements" means an independent CPA expresses a conclusion regarding the entity's financial statements in accordance with an applicable financial reporting framework. The independent CPA's conclusion is based upon the CPA obtaining limited assurance. The CPA's report includes a description of the nature of a review engagement as context for the readers of the report to be able to understand the conclusion.

   ☐ Attach a review of financial statements conducted by an independent CPA.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount**:Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

3. ☐ **Organizations with total revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars and twenty-five thousand dollars** are required to submit a compilation of financial statements prepared by an independent CPA.

   "Compilation of Financial Statements" means financial statements compiled by an independent CPA for the purposes of assisting management in presenting the financial information in the form of financial statements. A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review.

   ☐ Attach a compilation of financial statements prepared by an independent CPA.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount**:Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

4. ☐ **Organizations with total revenue of fifty thousand dollar or less or receiving grant funds of five thousand dollars or less,** are required to submit internally prepared financial statements.

   "Internally prepared financial statements" means financial statements prepared by the organization's chief financial officer and/or bookkeeper.

   ☐ Attach an internally prepared financial statement attached.

   Requested Grant Funding Amount:
   - **Minimum Requested Amount**:Click or tap here to enter text.
   - **Maximum Requested Amount:**Click or tap here to enter text.

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SECTION 4: AGENCY VISION AND MISSION STATEMENTS

Vision statements inform the agency's goals (What the agency wants to accomplish or achieve). Mission statements informs the agency's purpose (How the agency achieves their vision).

1. Provide the agency's vision statement: To build hope for all generations

2. Provide the agency mission statement: To be the collaborative leader guiding mental health transformation

3. Briefly discuss how the agency's philosophy supports the Davidson County Juvenile Court's mission, vision, and values. TN Voices' mission to build hope for children and families through advocacy, education, and collaborative mental health support strongly aligns with the Davidson County Juvenile Court's mission to prevent problems and promote positive youth development. Our philosophy centers on empowering families, promoting youth voice, and ensuring access to equitable, culturally responsive services. Like the Court, we believe in early intervention, cross-system collaboration, and addressing the root causes of challenges facing youth and families. By focusing on family-driven care and reducing barriers to support, TN Voices actively contributes to a community where all children can thrive—reflecting the Court's vision for a safe and supportive environment built on fairness, dignity, and respect. This alignment is especially evident in our Family Support Providers (FSPs) in the Juvenile Courts program, which provides peer-based emotional support, advocacy, and resource navigation to families navigating the juvenile justice system. Our FSPs work side-by-side with families to help them become empowered participants in their child's legal and mental health journey. This model reinforces the Court's commitment to rehabilitation, family engagement, and innovation by strengthening family resilience, reducing recidivism, and improving long-term outcomes for youth in Davidson County. Together, TN Voices and the Juvenile Court uphold shared values that prioritize the well-being, dignity, and future of every child and family.

SECTION 5: FUNDING NEEDS STATEMENT

A fact-based and data driven statement to support funding for the program.

1. Briefly discuss your agency's need/problem for program funding with a fact-based and data driven statement. Currently, approximately 88% of referrals to the Family Support Provider in the Courts (FSPC) program through Davidson County Juvenile Court's Diversionary Program (DP2) identify a need for Anger Management or Behavioral Management services. To better meet this demand, TN Voices seeks funding to train a staff member in evidence-based Anger Management strategies and to purchase essential program materials. While FSPC currently receives referrals solely from the DP2 program, there is a clear opportunity to expand outreach across other divisions of Davidson County Juvenile Court. To support this expansion, we also seek funding for professional marketing materials that will help court staff better understand and utilize the full range of FSPC and TN Voices services.

2. Briefly discuss how funds will continue to help your agency meet program needs.
The requested funds will allow TN Voices to train FSPC staff in Anger and Behavioral Management and

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provide the necessary materials to deliver these services effectively to youth in Davidson County. This investment will strengthen our ability to meet the high demand for these interventions among referred families. Additionally, funding for marketing materials will support targeted outreach efforts, enabling FSPC to expand its presence across all divisions of the Davidson County Juvenile Court and increase access to critical support services for court-involved youth and their families.

SECTION 6: PROGRAM GOALS, OBJECTIVES, ACTIVITIES

Program success is defined by establishing goals, objectives, and activities. These inform strategic planning and program improvements. Goals are broad and measurable statements about what the program intends to accomplish. These align with the agency mission and flow from the community need. Objectives are what the program intends to achieve. These are realistic, specific, measurable, and focused on outcomes. Objectives include who (program clients), what (desired measurable change), and how (program activities), and are generally stated with a verb as an increase, decrease, expand, improve, or change in behavior or condition, etc. Activities are efforts conducted to achieve the program objectives and tie into outputs; if the activities are completed then the outputs are produced. Activities use action words: provide, train, establish, etc.

Provide a minimum of two (2) goals (Applicant can add more goals, objectives, and activities as needed to this application).

Goal 1: Promote TNV services within other Davidson County Juvenile Court divisions.

Objective 1.1: Increase awareness of TN Voices resources within other Davidson County Juvenile Court divisions.
Activity 1.1: Provide TNV informational materials to at least five (5) other divisions in Juvenile Court by zoom or in-person activities.

Goal 2: Secure evidence-based anger management training for FSPC staff.

Objective 2.1: Certify FSPC staff in an evidenced-based anger-management curriculum for youth.
Activity 2.1: FSPC staff to attend evidence-based anger management training to become certified instructors.

Goal 3: Provide anger management classes to justice-involved youth their parents/caregivers.

Objective 3.1: Collaborate with Juvenile Court to receive program referrals.
Activity 3.1: At least 20 justice-involved youth to participate in anger-management classes.

SECTION 7: PROGRAM MEASURABLE OUTCOMES

Measurable outcomes are quantifiable (numeric value, percentage, scores, value, or characteristic) used to measure achievement of program outcomes: events, occurrences, or changes in conditions or attitudes that indicate progress toward a program's goals. These are specific, measurable, and meaningful. Achieving an outcome indicates fulfillment of purpose and program toward long-term goals. Measurable goals are stated in a % outcome (i.e., __% of clients will achieve/ report increase/decrease in behavior/other outcomes...etc.). (Measurable outcomes must support goals,

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objectives, and activities in Section 6). Measuring a "behavior" change must include the agency implementing pre and post "attitude/behavior" surveys.

Provide a minimum of three measurable program outcomes that will be achieved because of this funding (Applicant can add more measurable outcomes as needed to this template).

1. Program information will be shared with a minimum of five (5) other Davidson County Juvenile Court programs.
2. Increase FSPC program participation by 25% to expand the number of families served.
3. 100 % of FSPC staff (1 of 1) will be trained in providing Anger Management curriculum.
4. A minimum of 20 youth will be trained in Anger management during FY 26.

SECTION 8: PROGRAM DATA COLLECTION

Discuss the data collection procedures the agency undertakes to collect and report program goals in section 6 and measurable outcomes in section 7. (E.g., stakeholder questionnaires, pre/post surveys, case records, etc.): TN Voices utilizes a satisfaction survey and monitors progress through the program. Pre- and post-surveys will be administered to determine the effectiveness of the Anger Management training. FSPC will report monthly on the number of times the program is shared with juvenile court staff.

Discuss how the agency will use the data collected to evaluate the goals of the project and the work performed. TN Voices with track the number of youths trained in Anger Management and will report on the effectiveness, as reported by the training attendees.

Discuss how the agency shares data with the agency's board and other community partners. TN Voices regularly shares program data and outcomes with both its Board of Directors and key community partners to ensure transparency, accountability, and collaborative decision-making. Program updates are provided through detailed reports and presentations at quarterly board meetings, where data is reviewed to assess progress toward goals and inform strategic planning. Additionally, TN Voices shares relevant data and impact summaries with community partners through partnership meetings and public newsletters. This open exchange of information fosters alignment across agencies and strengthens our collective ability to serve youth and families effectively across Tennessee.

SECTION 9: PROGRAM INPUTS

Discuss the factors (inputs) dedicated to this program to conduct its' activities and to achieve its goals and objectives.

1. Agency resources: TN Voices have staff in the court system with the Family Support in the Courts systems that are familiar with the needs of clients in that system, as well as other TN Voices Programs that work with justice systems in the state.

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2. **Agency collaborations:** TN Voices collaborate with Youth Villages, Oasis Center, Meharry Medical Center, YODA/STARS and other Davidson County youth-serving agencies.

3. **Evidence-based programming:** TN Voices has evidenced based programs

SECTION 10: MONITOR AND TRACKING PROGRAM SERVICE DELIVERY

Includes an agency's plans to monitor and track the quality of the agency's progress toward program service delivery. These may include output measures (program activities) which *are process measures that* quantify the activities of a program and measurable outcomes which measure the achievement, effect or results that are attributed to program efforts that determine program impact and success.

Discuss the agency's program monitoring process to evaluate program progress and effectiveness: TN Voices maintains monthly reporting per program, and tracks progress toward goals. FSPC staff performs CANS assessments with families to inform the services and resources needed by the youth and family. All families served are asked to submit a satisfaction survey at the point of discharge and are given other opportunities to give feedback on the services received.

SECTION 11: CORRECTIVE ACTION PLAN

Corrective action plans may include how an agency determines there is a program issue (audits, performance reviews, etc.), by analyzing the cause of the problem and developing a corrective action plan, tracking, evaluation, reporting.

Discuss the agency's corrective action plan process to make program corrections: The agency implements monthly supervision with staff, looking at data from monthly activities, to evaluate activities and plan of action for improvements. If there are corrective actions to take, employee and supervisor work together to resolve issues.

SECTION 12: FINANCIAL ADMINISTRATION AND ACCOUNTNG PRACTICES

Recipients of Metro funds must ensure that the accounting systems/financial records and agency policies meet certain minimum Metro accounting systems and financial records (See Metro Non-Profit Grants Manual, Updated, 2023).

Describe the agency's accounting systems and financial records to facilitate routine financial management activities and work to assure reliability and verifiability of financial reports. TNV utilizes a fully integrated, cloud-based accounting software system to support routine financial management and ensure the reliability and verifiability of financial reports. This system consolidates core accounting functions—including accounts payable, cash disbursements, accounts receivable, payroll, and cash receipts—into a comprehensive general ledger solution. Additional functionalities include bank reconciliation and budget reporting, and access is limited to designated finance staff through password-protected logins. The chart of accounts distinguishes between revenues, direct program costs, and supporting activities (administrative indirect costs), with each program assigned a unique account code and corresponding budget line items. Invoices are approved by program supervisors and then allocated to the

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appropriate program and line item by the VP of Finance/IT. Shared costs are initially coded to a miscellaneous program account and later distributed based on monthly time allocations. Budgets are prepared annually for each program and the agency's general operations by the CEO, CFO, VP of Finance/IT, and relevant program staff. These budgets are developed in Excel, drawing from historical spending patterns, projected needs, and the stipulations of approved contracts. Program allocations consider staffing levels as well as the use of space and resources. The Board of Directors reviews and approves the agency-wide budget each June, with any necessary revisions also requiring board approval. TNV adheres to generally accepted accounting principles (GAAP) and uses the accrual basis of accounting. The agency's fiscal year runs from July 1 through June 30. These policies and procedures collectively support strong internal controls and ensure accurate financial oversight.

SECTION 13: SUSTAINABILITY PLAN

Describe the agency's plan to sustain this funded project in the future if Metro CPF funding decreases or discontinues in the future. TN Voices (TNV) is actively working to diversify its funding sources to ensure the long-term sustainability of all its programs, including those supported by Metro CPF. In January 2025, TNV merged with Nurture the Next, an organization that brought with it a strong and experienced fundraising team. This expanded team has established strategic goals to grow private support through individual, corporate, and foundation partnerships, both in Middle Tennessee and across the state as we extend our reach. A core focus of this effort is expanding our Giving Society—our group of major donors who provide essential, sustaining support to the organization. By cultivating deeper relationships with existing supporters and engaging new major donors, we are building a more resilient funding base that can help buffer against fluctuations in public funding. In addition to individual giving, we are proactively identifying and applying for relevant grants, pursuing corporate sponsorships, and strengthening foundation partnerships to diversify our revenue streams. We are also working to increase access to our billable services among a broader audience, which will help generate additional revenue to supplement those services we continue to offer at no cost to individuals and families in need. This multi-pronged approach reflects our commitment to maintaining and growing vital services for youth and families such as mental health support for children in the juvenile courts system.

SECTION 14: REQUIRED ATTACHMENTS

1. Budget ☐
2. Budget narrative ☐
3. Agency organizational chart ☐
4. Copy of the agency's 501 (c) (3) document.☐ or 501 (c) (6) document ☐
5. Copy of the agency's Articles of Incorporation as a non-profit and registration identification number ☐
6. Financial Information according to total annual revenue level choses in Section 3 ☐

JUVENILE COURT GRANTS MANAGEMENT TEAM CONTACT INFORMATION

Metro Juvenile Court Deputy Court Administrator for Finance, HR, & IT.	Metro Juvenile Court Special Projects Manager Mrs. Shelley Hudson, M.A.

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Ms. Nicole Whitlock, M.P.A, CMFO, CICA (615) 880-2368 NicoleSWhitlock@jisnashville.gov	(615) 862-8079 shelleyhudson@jisnashville.gov

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GRANT BUDGET

AGENCY NAME: TN Voices

The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026

	EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries and Wages	2,358.50	$0.00	2,358.50
	Benefits and Taxes (PERCENT)	0.00	$0.00	0.00
	Professional Fees	165.00	$0.00	165.00
	Supplies	17,292.00	$0.00	17,292.00
	Communications	112.50	$0.00	112.50
	Postage and Shipping	0.00	$0.00	0.00
	Occupancy	0.00	$0.00	0.00
	Equipment Rental and Maintenance	0.00	$0.00	0.00
	Printing and Publications	27.00	$0.00	27.00
	Travel/Conferences and Meetings	0.00	$0.00	0.00
	Insurance	45.00	$0.00	45.00
	Specific Assistance to Individuals	0.00	$0.00	0.00
	Other Non-Personnel	5,000.00	$0.00	5,000.00
	GRAND TOTAL	**25,000**	**$0.00**	**$25,000**

Total Match Amount	0		
Total Match Percentage	0	UNKNOWN	**Fund Source**

(Note: any changes to the contract budget must be pre-approved by Juvenile Court to be eligible for reimbursem

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GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: TN Voices
0
0

SALARIES, WAGES, BENEFITS AND TAXES:	AMOUNT
Summary of individual positions that will support project activities. Review Instuctions for examples.	0.00
Position 1: *Family Support Specialist in Courts (2.5% of time) includes SWB*	1,572.50
Position 2: *Program Manager, FSP in the Courts (1% of time) includes SWB*	786.00
Repeat row(s) as Necessary	0.00
TOTAL	**2,358.50**

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEES:	AMOUNT
Qualifacts user access (125/mo/user)	110.00
MSP technical support	55.00
Repeat row(s) as Necessary	0.00
TOTAL	**165.00**

SUPPLIES:	AMOUNT
Anger Managemet Training Curriculum (ARISE) to train 2 staff	2,100.00
Anger Management Training Materials for Families through FSP in the Courts (72 families) 3 books	6,000.00
Spanish version	496.00
Ongoing training of staff	2,500.00
Marketing Materials for TNV and FSP in Court Program	6,196.00
Repeat row(s) as Necessary	0.00
TOTAL	**17,292.00**

COMMUNICATIONS:	AMOUNT
Phone/Internet/Cell service ($25/month/FTE x 12 mos)	112.50
<Please provide description here>	0.00
<Please provide description here>	0.00
Repeat row(s) as Necessary	0.00
TOTAL	**112.50**

POSTAGE AND SHIPPING:	AMOUNT
<Please provide description here>	0.00
TOTAL	**0.00**

OCCUPANCY:	AMOUNT
<Please provide descriptions of occupancy here>	0.00
Repeat row(s) as Necessary	0.00
TOTAL	**0.00**

EQUIPMENT RENTAL AND MAINTENANCE:	AMOUNT
<Please provide description of equipment and manintenance here>	0.00
Repeat row (s) as Necessary	0.00
TOTAL	**0.00**

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PRINTING AND PUBLICATIONS:	AMOUNT
Printing of materials ($30/mo x 12 mos)	27.00
TOTAL	27.00

TRAVEL/CONFERENCE AND MEETINGS:	AMOUNT
Repeat row(s) as Necessary	0.00
TOTAL	0.00

INSURANCE:	AMOUNT
Insurance ($50/mo/FTE x 12 mos)	45.00
Repeat row (s) as Necessary	0.00
TOTAL	45.00

SPECIFIC ASSISTNACE TO INDIVIDUALS:	AMOUNT
<Please provide description of specific assistance to individuals here>	0.00
Repeat row(s) as Necessary	0.00
TOTAL	0.00

OTHER NON-PERSONNEL:	AMOUNT
Indirect Cost	5,000.00
Repeat row(s) as Necessary	0.00
TOTAL	5,000.00

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Budget Narrative
Total Amount Requested: $25,000
Grant Period: July 1, 2025 – June 30, 2026

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1. **Salaries, Wages, Benefits, and Taxes – $2,358.50**

   Funds will support partial salaries for two staff positions contributing to the Family Support Program (FSP) in the Courts. The Family Support Specialist in Courts will dedicate 2.5% of their time to program activities, totaling $1,573 including salary and wages benefits (SWB). The Program Manager will dedicate 1% of their time to the project, totaling $786.00 including SWB. These positions will provide program oversight, direct service support, and coordination with the courts. Benefits are calculated at the same or lesser percentage as the salary for each position.

2. **Professional Fees – $165.00**

   Professional service costs include $110 for Qualifacts user access (calculated at $125/month per user prorated for the project period) and $55.00 for MSP technical support to ensure effective system operation and data management.

3. **Supplies – $17, 292.00**

   Supply costs cover direct program materials including:

   a. Anger Management Training Curriculum (ARISE) to train two staff: $2,100.00
   b. Anger Management Training Materials for Families through FSP in the Courts (72 families) – three books per family: $6,000.00
   c. Spanish version of materials: $496.00
   d. Ongoing training of staff: $2,500.00
   e. Marketing materials for Tennessee Voices (TNV) and the FSP in Court Program: $6,196.00

4. **Communications – $112.50**

   Covers phone, internet, and cell service at $25/month per FTE for 12 months, prorated for staff working on the project.

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5. **Printing and Publications – $27.00**

   Covers printing of program materials and resources for participants and partners at $30/month for 12 months, prorated to actual usage.

6. **Insurance – $45.00**

   Covers insurance costs at $50/month per FTE for 12 months, prorated to staff time dedicated to the project.

7. **Other Non-Personnel (Indirect Costs) – $5,000.00**

   Indirect costs are calculated to cover administrative and operational expenses necessary to support the project, including fiscal management, utilities, office space, and technology infrastructure.

Total Project Budget: $25,000

This funding will directly support the implementation of the Family Support Program in the Courts by ensuring that trained staff, program materials, communications tools, and administrative infrastructure are in place to effectively serve families and coordinate with court systems.

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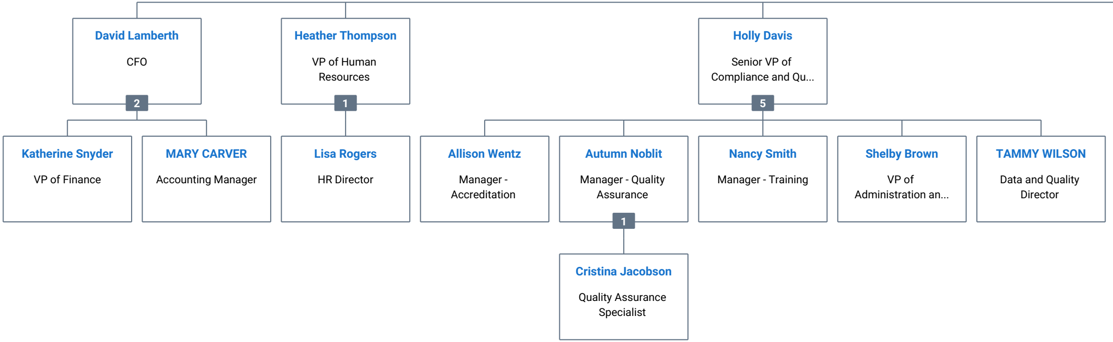
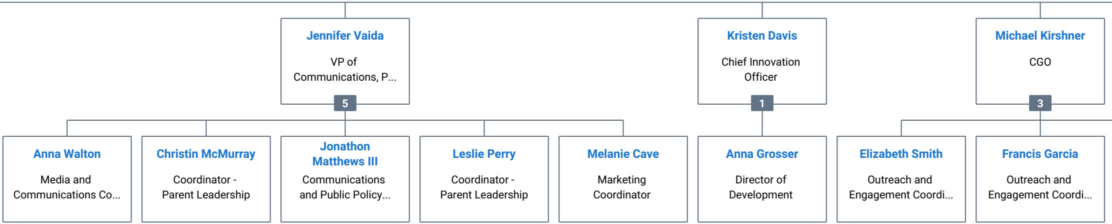
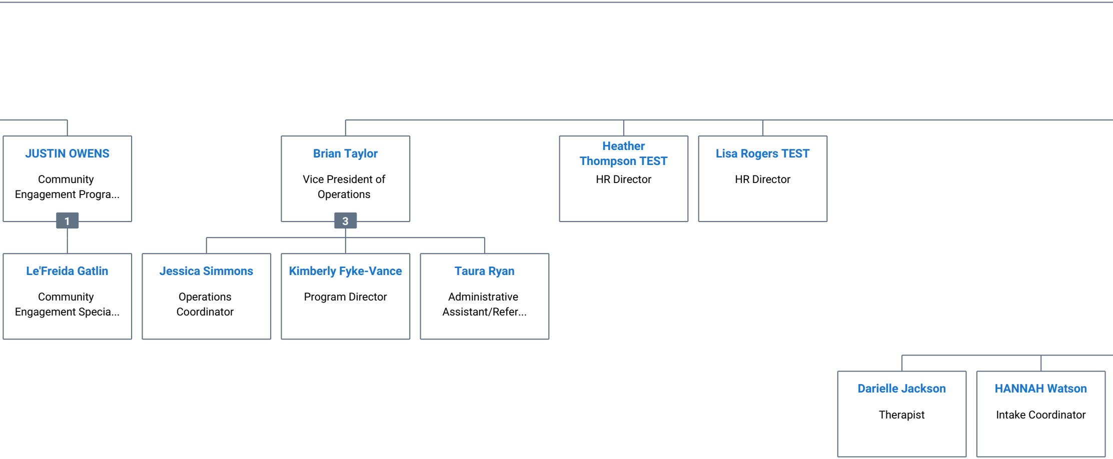

David Lamberth
CFO
2
Heather Thompson
VP of Human Resources
1
Holly Davis
Senior VP of Compliance and Qu...
5
Katherine Snyder
VP of Finance
MARY CARVER
Accounting Manager
Lisa Rogers
HR Director
Allison Wentz
Manager - Accreditation
Autumn Noblit
Manager - Quality Assurance
1
Nancy Smith
Manager - Training
Shelby Brown
VP of Administration an...
TAMMY WILSON
Data and Quality Director
Cristina Jacobson
Quality Assurance Specialist



- **Jennifer Vaida** — VP of Communications, P... (5)
  - **Anna Walton** — Media and Communications Co...
  - **Christin McMurray** — Coordinator - Parent Leadership
  - **Jonathon Matthews III** — Communications and Public Policy...
  - **Leslie Perry** — Coordinator - Parent Leadership
  - **Melanie Cave** — Marketing Coordinator
- **Kristen Davis** — Chief Innovation Officer (1)
  - **Anna Grosser** — Director of Development
- **Michael Kirshner** — CGO (3)
  - **Elizabeth Smith** — Outreach and Engagement Coordi...
  - **Francis Garcia** — Outreach and Engagement Coordi...



JUSTIN OWENS
Community Engagement Progra...
1

Brian Taylor
Vice President of Operations
3

Heather Thompson TEST
HR Director

Lisa Rogers TEST
HR Director

Le'Freida Gatlin
Community Engagement Specia...

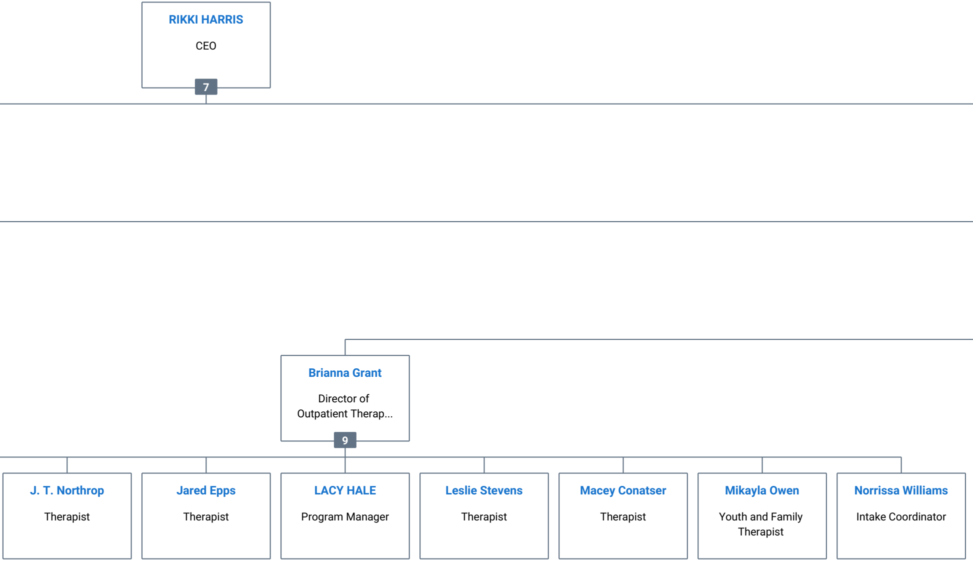
Jessica Simmons
Operations Coordinator

Kimberly Fyke-Vance
Program Director

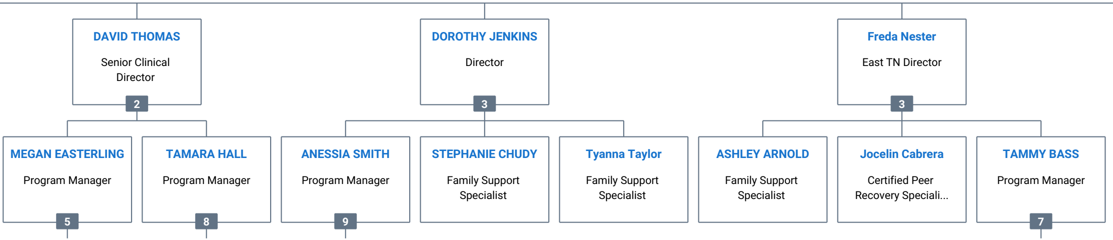
Taura Ryan
Administrative Assistant/Refer...

Darielle Jackson
Therapist

HANNAH Watson
Intake Coordinator



- **RIKKI HARRIS**
  CEO
  7
  - **Brianna Grant**
    Director of Outpatient Therap...
    9
    - **J. T. Northrop**
      Therapist
    - **Jared Epps**
      Therapist
    - **LACY HALE**
      Program Manager
    - **Leslie Stevens**
      Therapist
    - **Macey Conatser**
      Therapist
    - **Mikayla Owen**
      Youth and Family Therapist
    - **Norrissa Williams**
      Intake Coordinator



DAVID THOMAS
Senior Clinical Director
2

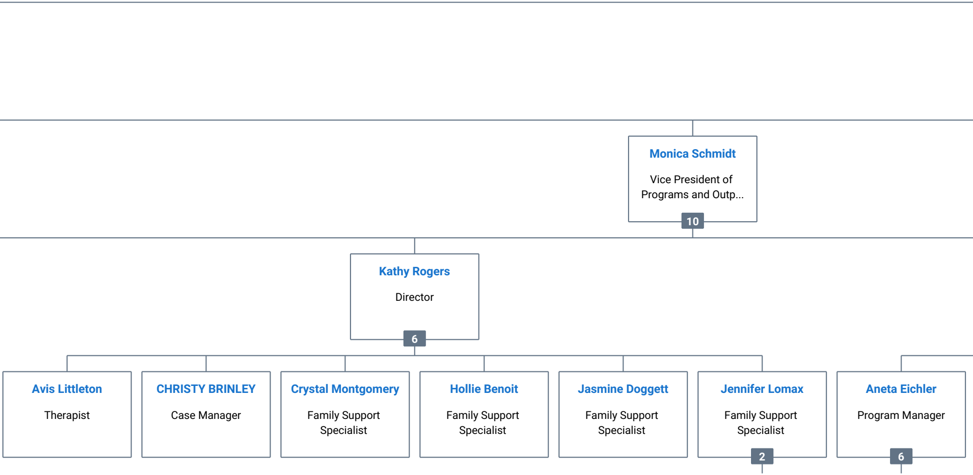
- **MEGAN EASTERLING**
  Program Manager
  5
- **TAMARA HALL**
  Program Manager
  8

DOROTHY JENKINS
Director
3

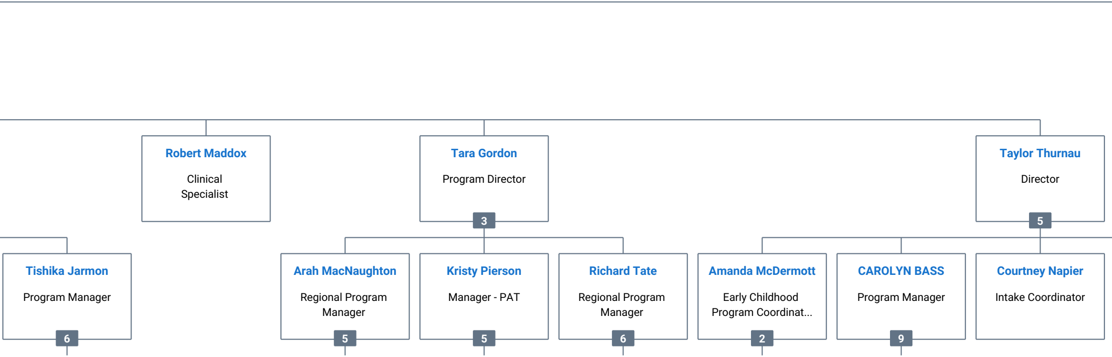
- **ANESSIA SMITH**
  Program Manager
  9
- **STEPHANIE CHUDY**
  Family Support Specialist
- **Tyanna Taylor**
  Family Support Specialist

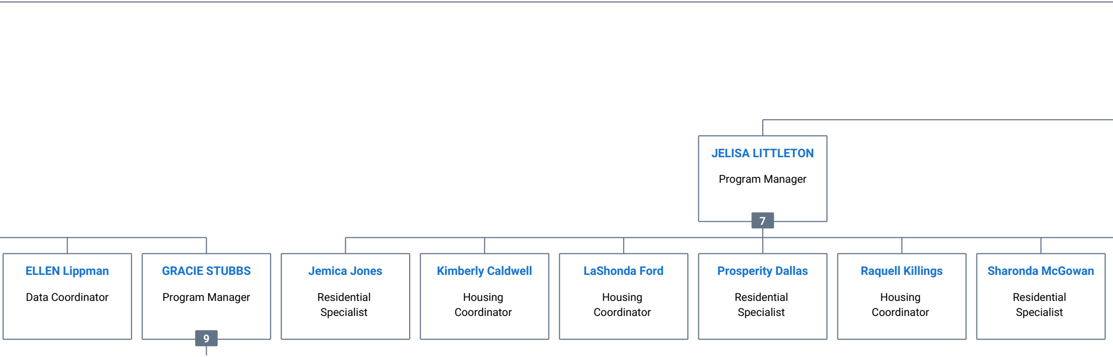
Freda Nester
East TN Director
3

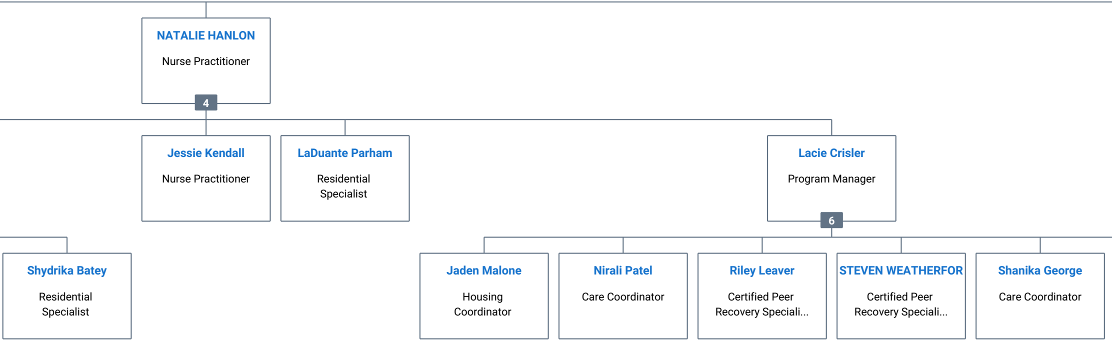
- **ASHLEY ARNOLD**
  Family Support Specialist
- **Jocelin Cabrera**
  Certified Peer Recovery Speciali...
- **TAMMY BASS**
  Program Manager
  7


Monica Schmidt
Vice President of Programs and Outp...
10
Kathy Rogers
Director
6
Avis Littleton
Therapist
CHRISTY BRINLEY
Case Manager
Crystal Montgomery
Family Support Specialist
Hollie Benoit
Family Support Specialist
Jasmine Doggett
Family Support Specialist
Jennifer Lomax
Family Support Specialist
2
Aneta Eichler
Program Manager
6

Willie Voss
COO
8
Laura Fair
Director
4
MILDRED LAWHORN
Program Director
6
BRITTANY BALLARD
Program Manager
10
Deborah Mitchell
Housing Navigator
2
LINDSEY TURNER
Behavioral Interventionist
ADRIANE MEDLOCK
Program Manager
10
Ashanti Moore
Youth Engagement Specialist
KESHA COLEMAN
Sr. Program Manager
6
Monique Hodison
Program Manager
2
THADDESSUS WATFO
Care Coordinator


Robert Maddox
Clinical Specialist
Tara Gordon
Program Director
3
Taylor Thurnau
Director
5
Tishika Jarmon
Program Manager
6
Arah MacNaughton
Regional Program Manager
5
Kristy Pierson
Manager - PAT
5
Richard Tate
Regional Program Manager
6
Amanda McDermott
Early Childhood Program Coordinat...
2
CAROLYN BASS
Program Manager
9
Courtney Napier
Intake Coordinator


JELISA LITTLETON
Program Manager
7
ELLEN Lippman
Data Coordinator
GRACIE STUBBS
Program Manager
9
Jemica Jones
Residential Specialist
Kimberly Caldwell
Housing Coordinator
LaShonda Ford
Housing Coordinator
Prosperity Dallas
Residential Specialist
Raquell Killings
Housing Coordinator
Sharonda McGowan
Residential Specialist



NATALIE HANLON
Nurse Practitioner
4

Jessie Kendall
Nurse Practitioner

LaDuante Parham
Residential Specialist

Lacie Crisler
Program Manager
6

Shydrika Batey
Residential Specialist

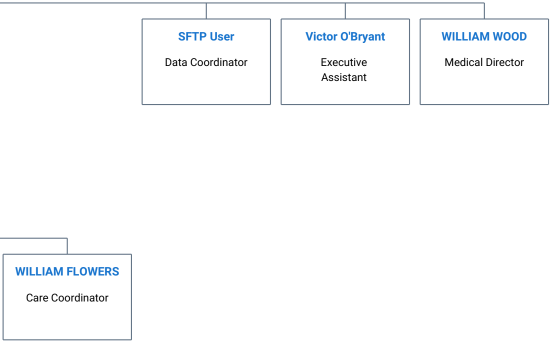
Jaden Malone
Housing Coordinator

Nirali Patel
Care Coordinator

Riley Leaver
Certified Peer Recovery Speciali...

STEVEN WEATHERFOR
Certified Peer Recovery Speciali...

Shanika George
Care Coordinator



SFTP User

Data Coordinator

Victor O'Bryant

Executive Assistant

WILLIAM WOOD

Medical Director

WILLIAM FLOWERS

Care Coordinator

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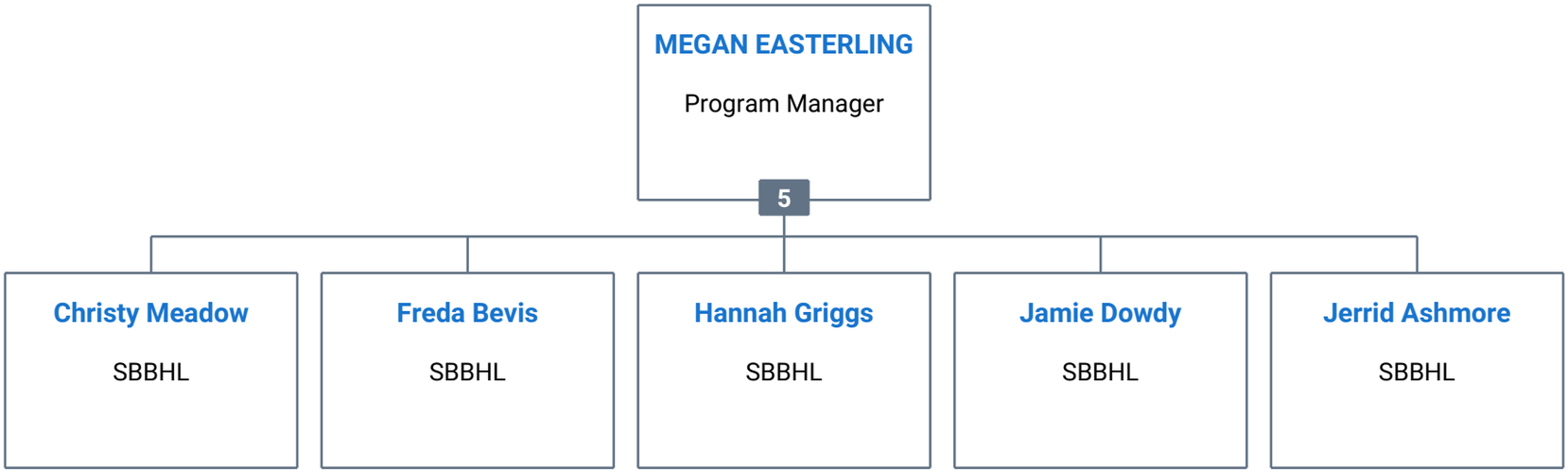

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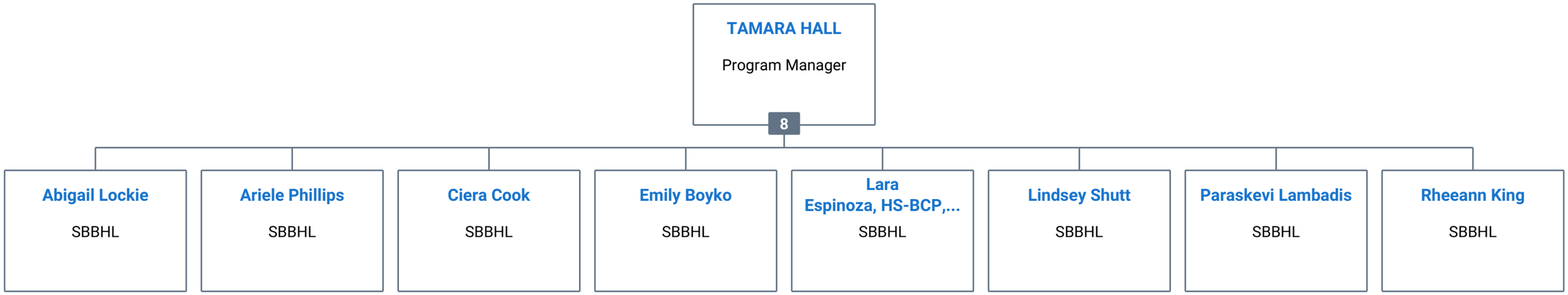

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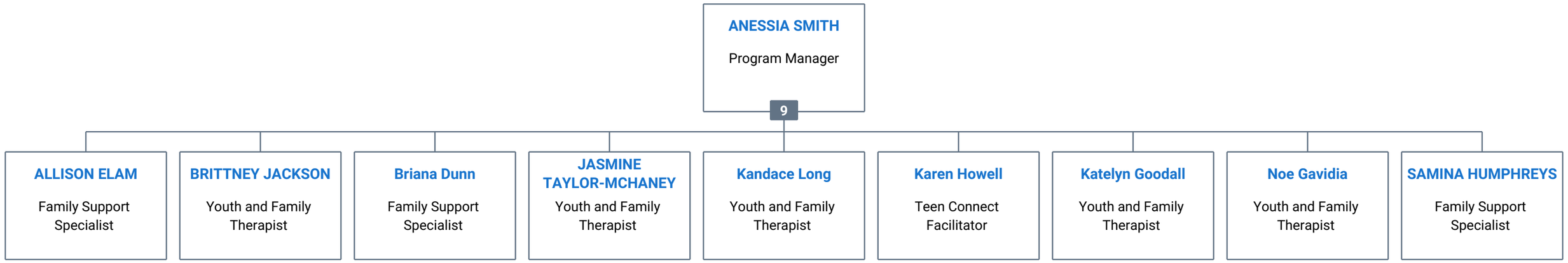

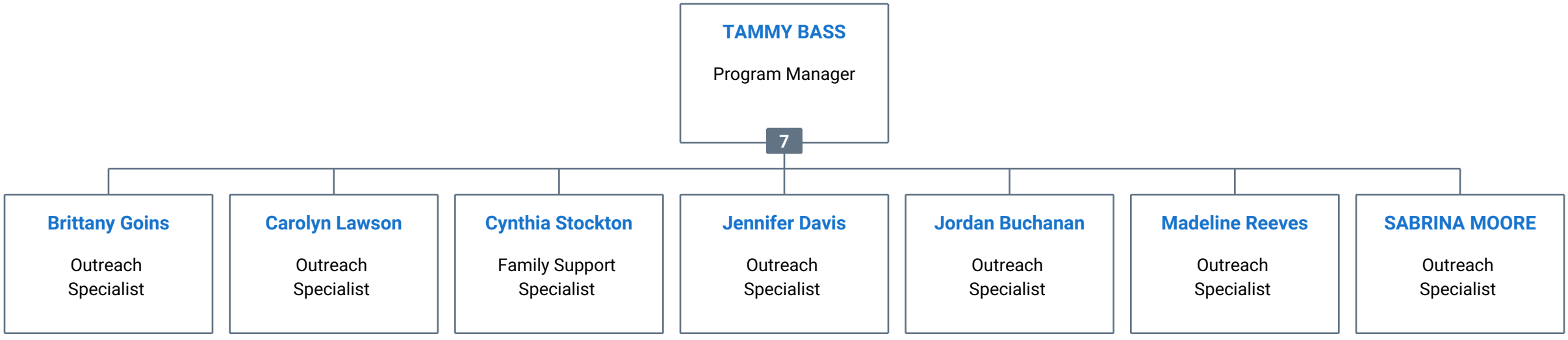
TAMMY BASS
Program Manager
7
Brittany Goins
Outreach Specialist
Carolyn Lawson
Outreach Specialist
Cynthia Stockton
Family Support Specialist
Jennifer Davis
Outreach Specialist
Jordan Buchanan
Outreach Specialist
Madeline Reeves
Outreach Specialist
SABRINA MOORE
Outreach Specialist

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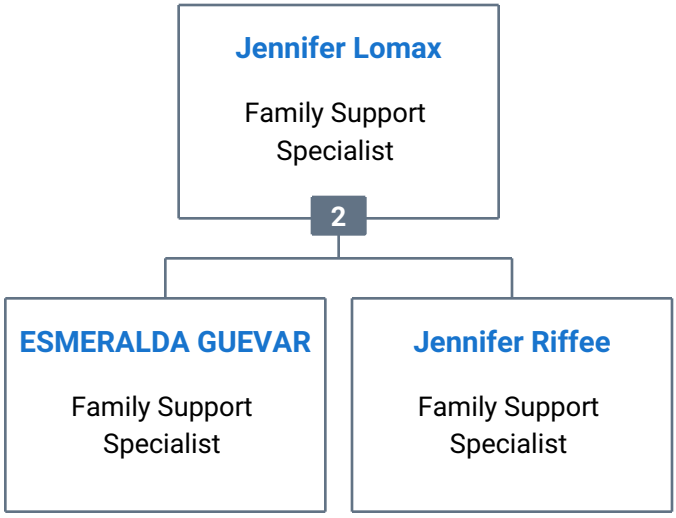
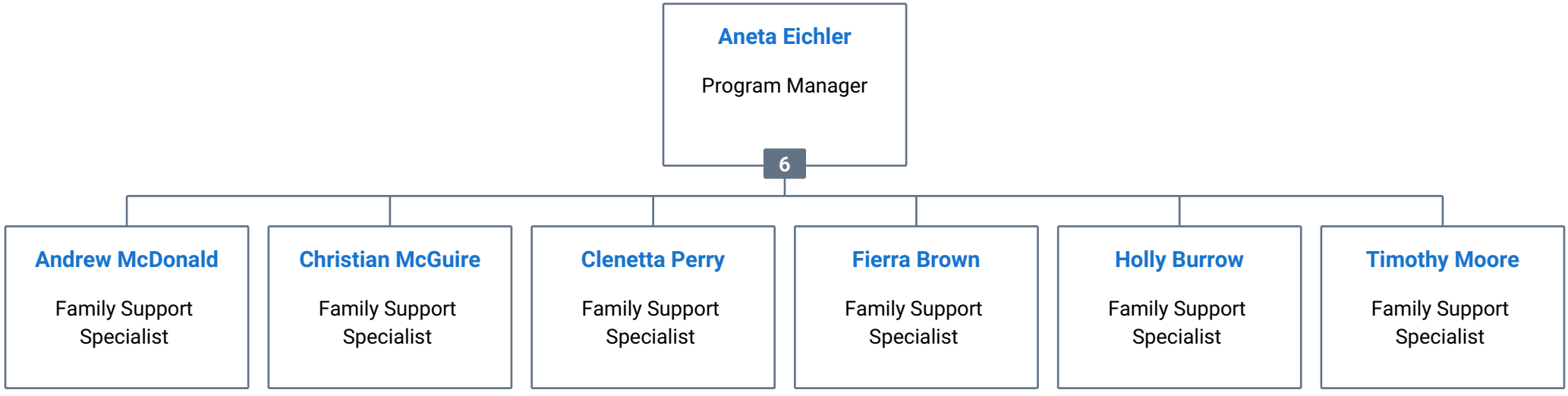
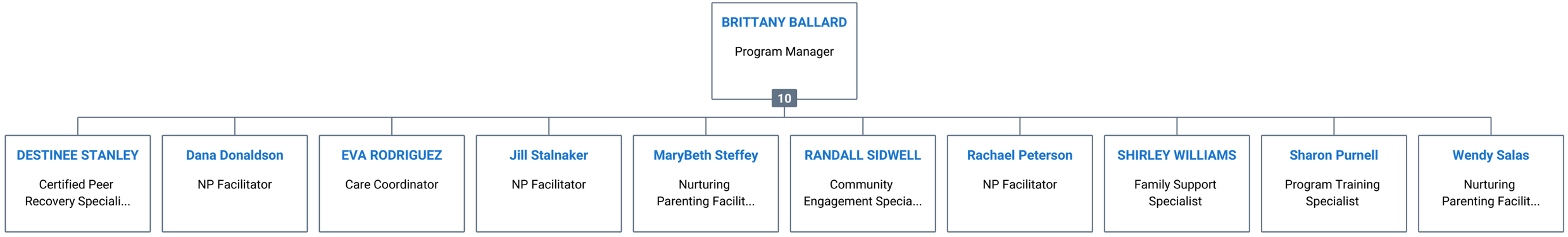



Aneta Eichler
Program Manager
6
Andrew McDonald
Family Support Specialist
Christian McGuire
Family Support Specialist
Clenetta Perry
Family Support Specialist
Fierra Brown
Family Support Specialist
Holly Burrow
Family Support Specialist
Timothy Moore
Family Support Specialist


BRITTANY BALLARD
Program Manager
10
DESTINEE STANLEY
Certified Peer Recovery Speciali...
Dana Donaldson
NP Facilitator
EVA RODRIGUEZ
Care Coordinator
Jill Stalnaker
NP Facilitator
MaryBeth Steffey
Nurturing Parenting Facilit...
RANDALL SIDWELL
Community Engagement Specia...
Rachael Peterson
NP Facilitator
SHIRLEY WILLIAMS
Family Support Specialist
Sharon Purnell
Program Training Specialist
Wendy Salas
Nurturing Parenting Facilit...

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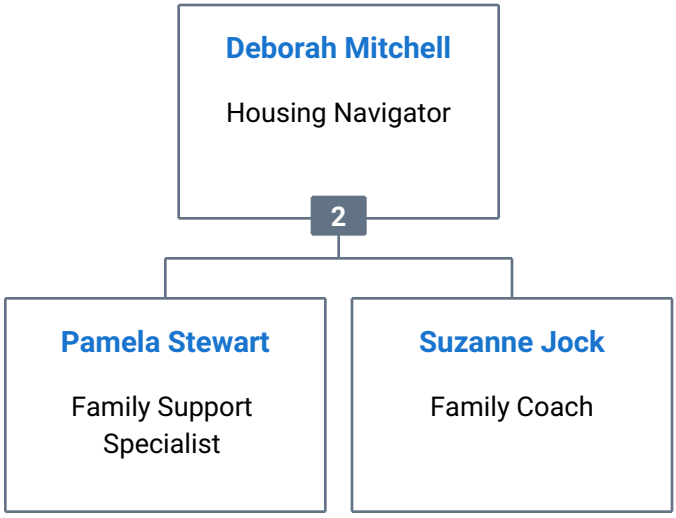
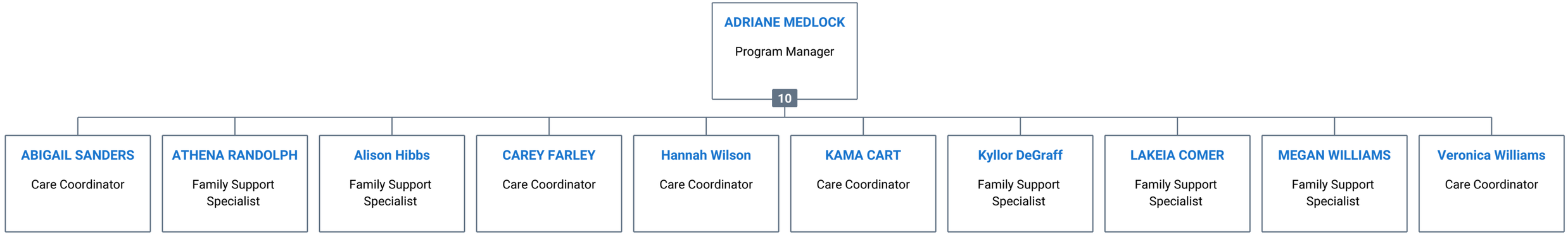
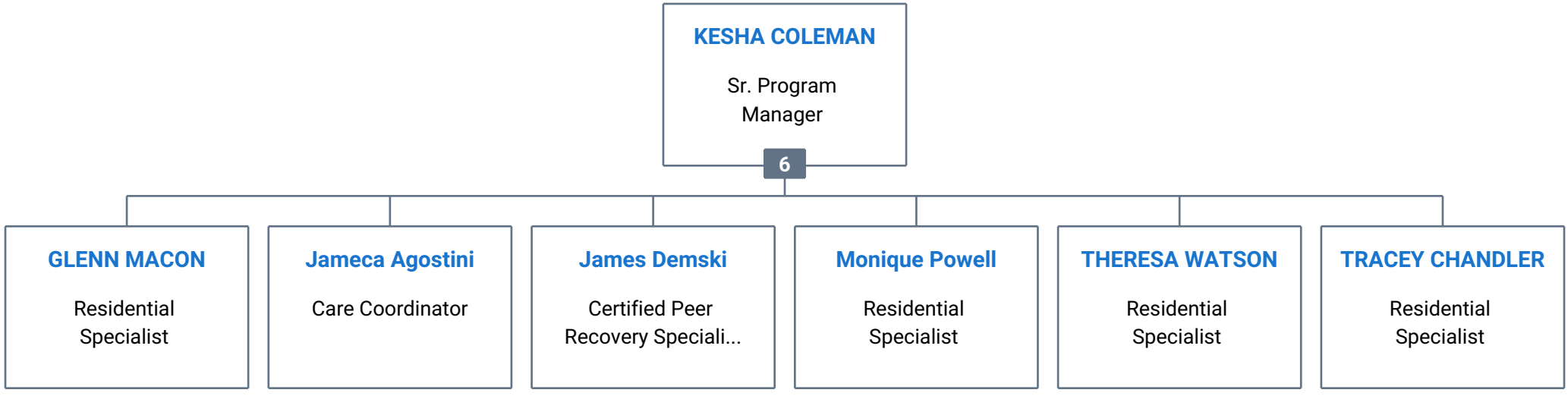



ADRIANE MEDLOCK
Program Manager
10
ABIGAIL SANDERS
Care Coordinator
ATHENA RANDOLPH
Family Support Specialist
Alison Hibbs
Family Support Specialist
CAREY FARLEY
Care Coordinator
Hannah Wilson
Care Coordinator
KAMA CART
Care Coordinator
Kyllor DeGraff
Family Support Specialist
LAKEIA COMER
Family Support Specialist
MEGAN WILLIAMS
Family Support Specialist
Veronica Williams
Care Coordinator


KESHA COLEMAN
Sr. Program Manager
6
GLENN MACON
Residential Specialist
Jameca Agostini
Care Coordinator
James Demski
Certified Peer Recovery Speciali...
Monique Powell
Residential Specialist
THERESA WATSON
Residential Specialist
TRACEY CHANDLER
Residential Specialist

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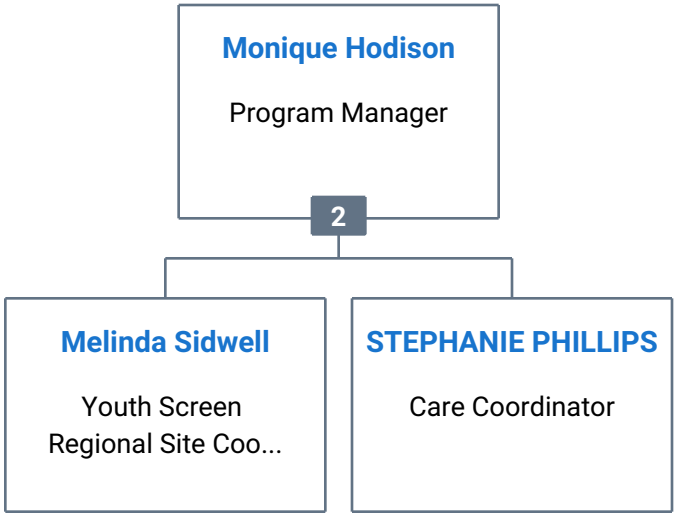

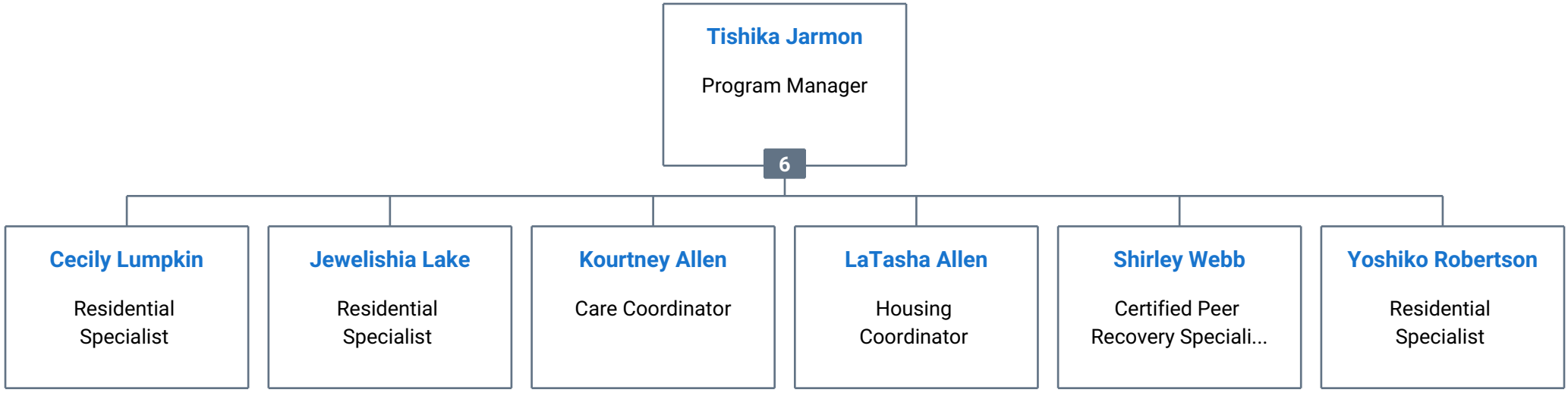
Tishika Jarmon
Program Manager
6
Cecily Lumpkin
Residential Specialist
Jewelishia Lake
Residential Specialist
Kourtney Allen
Care Coordinator
LaTasha Allen
Housing Coordinator
Shirley Webb
Certified Peer Recovery Speciali...
Yoshiko Robertson
Residential Specialist

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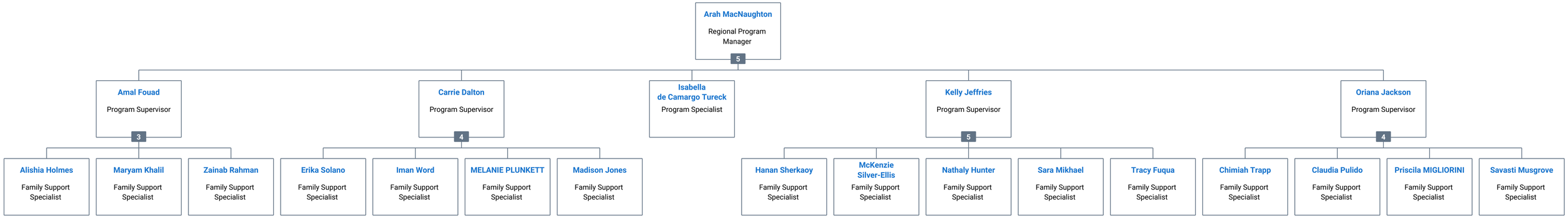

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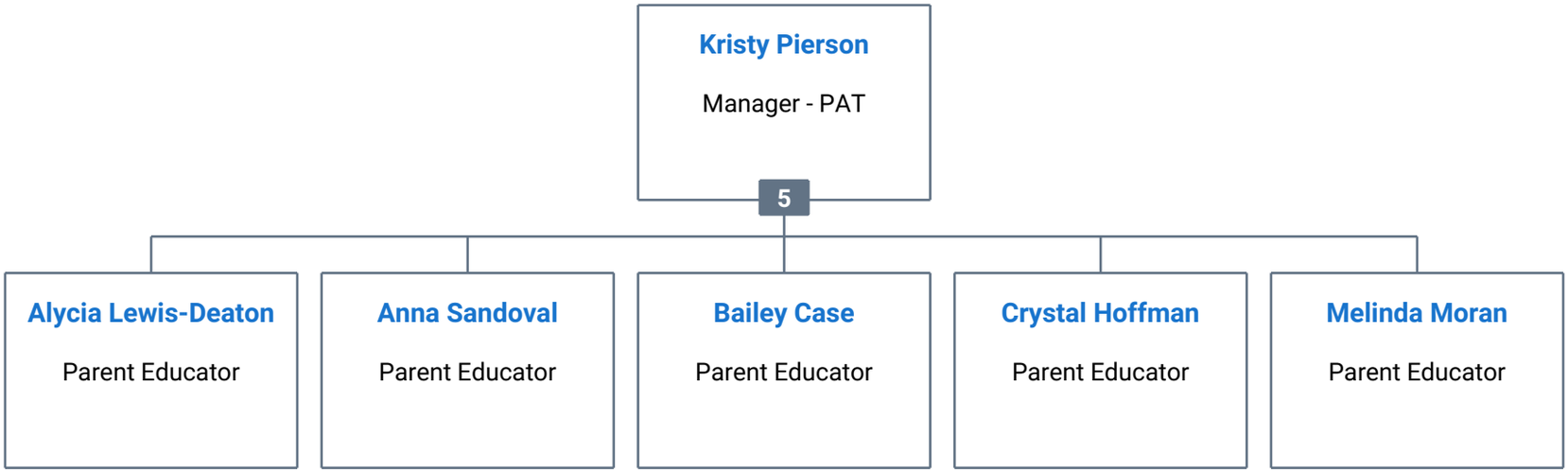

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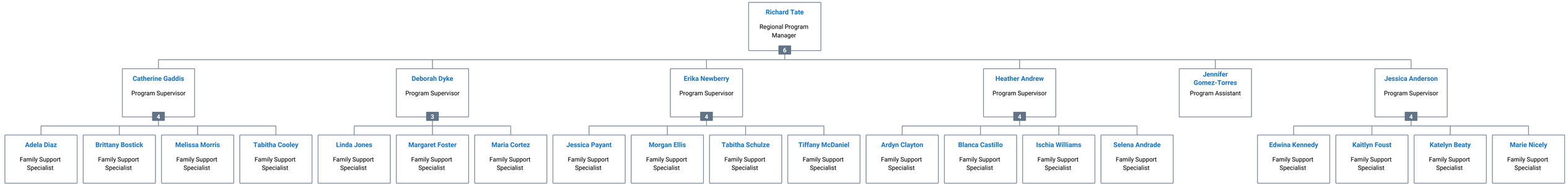

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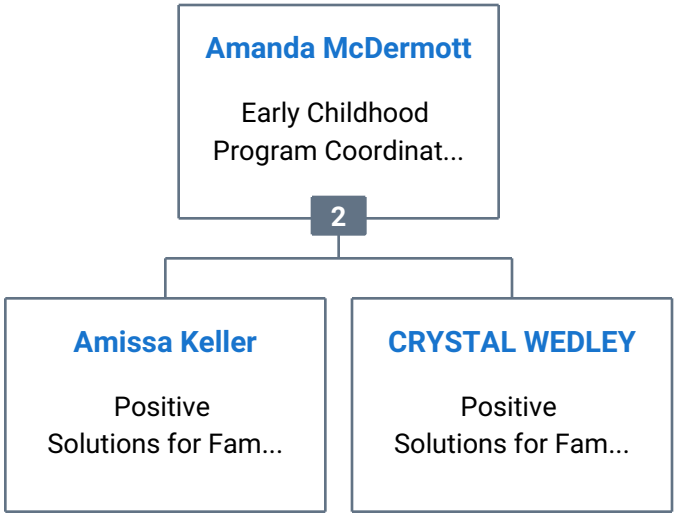

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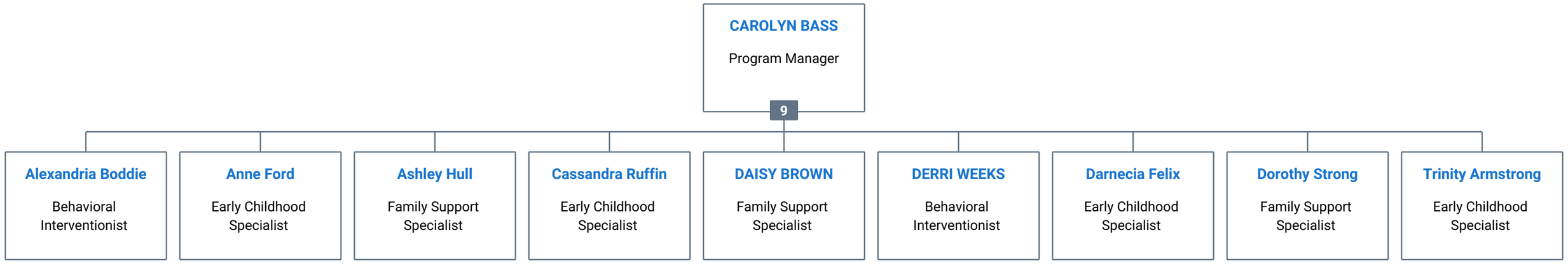

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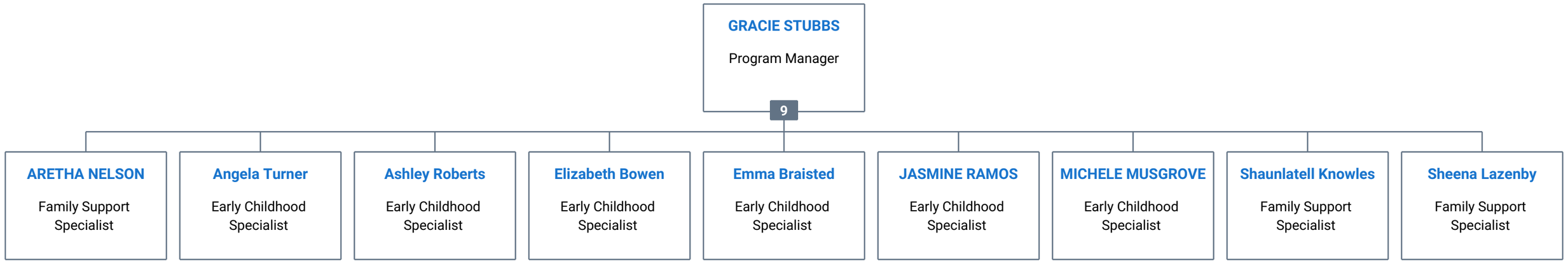

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IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188043
May 01, 2017 LTR 4168C 0
62-1576400 000000 00
00019839
BODC: TE

TENNESSEE VOICES FOR CHILDREN
% RIKKI HARRIS
500 PROFESSIONAL PARK DR
GOODLETTSVLLE TN 37072-2168

040495

Employer ID Number: 62-1576400
Form 990 required: yes

Dear Taxpayer:

This is in response to your request dated Apr. 20, 2017, regarding your tax-exempt status.

We issued you a determination letter in January 1995, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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0248188043
May 01, 2017 LTR 4168C 0
62-1576400 000000 00
00019840

TENNESSEE VOICES FOR CHILDREN
% RIKKI HARRIS
500 PROFESSIONAL PARK DR
GOODLETTSVLLE TN 37072-2168

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

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Tennessee Secretary of State
Tre Hargett

Division of Business and Charitable Organizations
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

March 17, 2025

KATHERINE SNYDER
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072 USA

RE: Registration to Solicit Funds for Charitable Purposes
Organization Name: TENNESSEE VOICES FOR CHILDREN, INC.
CO Number: CO2896
Renewal Date: 12/31/2025

Dear KATHERINE SNYDER :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501,*et seq*. the Tennessee Secretary of State has reviewed your application and is pleased to announce your organization's registration to solicit contributions has been **approved**.

The organization must maintain statutory compliance by submitting a renewal application and required fees on an annual basis. At that time you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filings online at https://sos.tn.gov/charities. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars ($5,000.00) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

Tre Hargett
Secretary of State

Docusign Envelope ID: F97AD539-5652-42BE-896A-37933E806FC5

Tracking Number
2025106613

Application to Renew Registration of a Charitable Organization

Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/charities

CO Number: CO2896
Filed: 03/07/2025 04:30 PM
Tre Hargett
Secretary of State

Organization Information

Legal Name of the Charitable Organization: TENNESSEE VOICES FOR CHILDREN, INC.

Legal entity type of the Organization: Corporation

Business Services Control Number: 000280599 **FEIN:** 62-1576400

Initial Registration Date: 07/12/1996 **Renewal Date:** 03/31/2025

Has your fiscal year ending month changed since your last renewal?
☐ Yes ☑ No

Fiscal Year Ending Month: June

When and where was the organization legally established

Date: 06/20/1994 **Country:** USA **City/State:** GOODLETTSVILLE, TN **County:** Davidson

Has your Principal Office address changed since your last renewal?
☐ Yes ☑ No

Principal Office Address
500 PROFESSIONAL PARK DRIVE
USA, GOODLETTSVILLE, TN 37072

Has your Mailing address changed since your last renewal?
☐ Yes ☑ No

Mailing Office Address
500 PROFESSIONAL PARK DRIVE
USA, GOODLETTSVILLE, TN 37072

Contact Information for the Charitable Organization

Contact Name: KATHERINE SNYDER

Telephone Number: (615) 269-7751 **Fax Number:** (615) 269-8914

Email: katherine.snyder@tnvoices.org **Website:** www.tnvoices.org

Current names used by the charity organization

TN VOICES

Do you need to modify other names that the charity solicits under?
☐ Yes ☑ No

Has the organization registered in any other state(s)?
☐ Yes ☑ No

Does the charity have other offices, chapters, branches, affiliates or a parent?
☐ Yes ☑ No

The category that best describes your organization

P - Human Services

The charitable purpose of the organization

To be the collaborative leader guiding mental health transformation.

Tax & Financial Information

Has your tax exempt status changed since your last renewal?

☐ Yes ☑ No

Last Fiscal Year Start: July 2023 **Last Fiscal Year End:** June 2024

Type of 990 Tax Form Filed: 990 (Long Form)

Government Grants	$ 15,763,425.00
Total Revenue	$ 18,989,581.00

Solicitation Information

Have you been enjoined by any court from soliciting contributions?

☐ Yes ☑ No

Does your organization contract with or otherwise engage the services of any outside fundraising professional (such as a "professional fund-raiser," "paid solicitor," "fund raising counsel," or "commercial co-venturer")?

☐ Yes ☑ No

Officer Information

Do you need to modify the current officers?

☑ Yes ☐ No

List each officer, director, and trustee (at least 2 officers are required, and you must list officers who have or share the following titles: "Chief Financial Officer", "Custodian of Contributions", "Custodian of Final Distributions")

Devika Kumar
1301 Lone Oak Circle
Nashville, TN 37215, USA
Title(s): Treasurer

Ms. Rikki Harris
500 Professional Park Drive
Goodlettsville, TN 37072, USA
Title(s): Chief Executive Officer, Custodian of Contributions, Custodian of Final Distributions

Sarah Kmita
500 Professional Park Drive
Goodlettsville, TN 37072, USA
Title(s): Board Member

Valentina Alexander
500 Professional Park Drive
Goodlettsville, TN 37072, USA
Title(s): Secretary

DAVID LAMBERTH
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072, USA
Title(s): Chief Fiscal Officer, Custodian of Contributions, Custodian of Final Distributions

NICK DEITMAN
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072
Title(s): President

ALEXANDRA MARPLE
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072
Title(s): Board Member

MORENIKE MURPHY
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072
Title(s): Board Member

ALLIE HAYNES
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072
Title(s): Board Member

LOGAN GARRETT
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072, USA
Title(s): Vice President

KATHERINE SNYDER
500 PROFESSIONAL PARK DRIVE
USA, GOODLETTSVILLE, TN 37072
Title(s): Custodian of Contributions

Has any officer, director, manager, operator, or principal of the organization been the subject of an injunction, judgement, or administrative order or been convicted of a felony?

☐ Yes ☑ No

Signature

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: katherine Snyder **Date:** 03/07/2025

Title: Custodian of Contributions

I certify that the statements in this registration statement and all supplemental forms, documents, and continuation sheets are true and correct to the best of my knowledge and belief.

I (Chief Fiscal Officer, Treasurer, or Officer) certify, under penalty of perjury, that the above information is true and correct.

Signed Electronically: David W. Lamberth **Date:** 03/07/2025

Title: Chief Fiscal Officer

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Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2555
Fax: 615-253-5173
sos.tn.gov/charities

Date: 03/06/2025 **Invoice:** 2025-69003

Customer Information

KATHERINE SNYDER
TENNESSEE VOICES FOR CHILDREN, INC.
500 PROFESSIONAL PARK DRIVE
GOODLETTSVILLE, TN 37072 , USA

Tracking Number	Description	Amount Paid
2025106613	TENNESSEE VOICES FOR CHILDREN, INC. (CH Charitable Renewal)	$ 10.00

Payment Details

Fee Total:	$ 10.00
Payment Total:	$ 0.00
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card
Check/Confirmation Number: 3893317953

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1219

FILED
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STATE OF TENNESSEE
94 JUN 20 PM 3:36
RILEY DARNELL
SECRETARY OF STATE

CHARTER
OF
TENNESSEE VOICES FOR CHILDREN, INC.

RECEIVED
STATE OF TENNESSEE
94 JUN 20 PM 2:10
RILEY DARNELL
SECRETARY OF STATE

The undersigned person(s) under the Tennessee Nonprofit Corporation Act adopt(s) the following charter for the above listed corporation:

1. The name of the corporation is Tennessee Voices for Children, Inc.

2. The corporation is a public benefit corporation.

~~This corporation is a mutual benefit corporation~~
[NOTE: Please strike the sentence which does not apply to the corporation.]

3. ~~This corporation is a religious corporation~~

This corporation is not a religious corporation.
[NOTE: Please strike the sentence which does not apply to the corporation.]

4. (a) The complete address of the corporation's initial registered office in Tennessee is

3077 Old Hillsboro Road, Franklin, Tennessee, 37064
Street Address — City — State, Zip Code

County of Williamson.
[NOTE: A street address and a zip code are both required by Tennessee Code Annotated Section 48-52-102(a)(4).]

(b) The name of the initial registered agent, to be located at the address listed in 4(a), is
Lisa McInturff

5. The name and complete address of each incorporator is:
Ann Ince, 4731 Scenic Point Drive, Louisville, TN 37777
Name — Address — Zip Code

Name — Address — Zip Code

Name — Address — Zip Code
[NOTE: An address and zip code are both required by Tennessee Code Annotated Section 48-52-102(a)(5).]

6. The complete address of the corporation's principal office is:
3077 Old Hillsboro Road, Franklin, Tennessee USA 37064
Street Address — City — State/Country — Zip Code
[NOTE: A street address and a zip code are both required by Tennessee Code Annotated Section 48-52-102(a)(6).]

7. This corporation is a nonprofit corporation.

8. ~~This corporation will have members~~

This corporation will have no members.
[NOTE: Please strike the sentence which does not apply to the corporation.]

9. Insert here the provisions regarding the distribution of assets upon dissolution. SEE ATTACHED

10. Other provisions:
[NOTE: Insert here any provision(s) desired and permitted by law. Examples: names and addresses of persons serving as the initial board of directors, purpose(s) of the corporation, management or regulation of affairs of the corporation, provision limiting the personal liability of directors for monetary damages for breach of fiduciary duty, etc. See Tennessee Code Annotated Section 48-52-102(b).]

5/20/94
Signature Date

Ann Ince
Incorporator's Signature

Ann Ince
Incorporator's Name (typed or printed)

SS-4418

RDA 1678

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STATE OF TENNESSEE

CHARTER OF

TENNESSEE VOICES FOR CHILDREN, INC.

94 JUN 20 PM 3:36

RILEY DARNELL
SECRETARY OF STATE

9. Upon dissolution of the Corporation, after paying or making provisions for all of the liabilities of this corporation, all the assets of the corporation shall be disposed of by conveyance to one or more charitable organizations as described in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 (or as it may be amended).

State of Tennessee, County of WILLIAMSON
Received for record the 08 day of
JULY 1994 at 8:46 AM. (RECH 104490)
Recorded in official records
Book 1212 Page 415- 417
Notebook 53 Page 183
State Tax $ .00 Clerks Fee $ .00,
Recordins $ 5.00, Total $ 5.00,
Register of Deeds SADIE WADE
Deputy Register PAM GREER

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Secretary of State
Corporations Section
ames K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

DATE: 06/20/94
REQUEST NUMBER: 2858-1219
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 06/20/94 1536
EFFECTIVE DATE/TIME: 06/20/94 1536
CONTROL NUMBER: 0280599

TO:
HERBERT R. RICH, ATTY
213 3RD AVE N

NASHVILLE, TN 37201

RE:
TENNESSEE VOICES FOR CHILDREN, INC.
CHARTER - NONPROFIT

BK 1212 PG 415

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 06/20/94

FROM:
HERBERT R. RICH, ATTORNEY AT LAW
213 3RD. AVE. NORTH

NASHVILLE, TN 37201-0000

	FEES	
RECEIVED:	$50.00	$50.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 0000166774
ACCOUNT NUMBER: 00075708

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

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TENNESSEE VOICES FOR CHILDREN, INC.

NASHVILLE, TENNESSEE

FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

JUNE 30, 2024 AND 2023

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TENNESSEE VOICES FOR CHILDREN, INC.

NASHVILLE, TENNESSEE

FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

JUNE 30, 2024 AND 2023

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TENNESSEE VOICES FOR CHILDREN, INC.

LIST OF BOARD OF DIRECTORS

JUNE 30, 2024

BOARD OF DIRECTORS

President: Nick Deitmen
President-Elect: Logan Garrett
Immediate Past President: Jonathan Joyce
Treasurer: Devika Kumar
Secretary: Valentina Alexander
Sarah Kmita
Bill Kirby
Troy Chisolm
Alexandra Marple
Allie Haynes
Rikki Harris

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KraftCPAs PLLC

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Tennessee Voices for Children, Inc.
Nashville, Tennessee

REPORT ON THE AUDITS OF THE FINANCIAL STATEMENTS

OPINION

We have audited the accompanying financial statements of Tennessee Voices for Children, Inc. ("TNV") which comprise the statements of financial position as of June 30, 2024 and 2023, and 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 Tennessee Voices for Children, Inc. as of June 30, 2024 and 2023, 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 TNV and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 these 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 TNV's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

NASHVILLE
615-242-7351
555 Great Circle Road
Nashville, TN 37228

CHATTANOOGA
423-894-7400
6136 Shallowford Road, Suite 101
Chattanooga, TN 37421

COLUMBIA
931-388-3711
610 North Garden Street, Suite 200
Columbia, TN 38401

LEBANON
615-449-2334
105 Bay Court
Lebanon, TN 37087

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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 TNV'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 TNV'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.

REPORT ON 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 federal awards and related notes on pages 26 and 28 and schedule of expenditures of state awards and related notes on pages 27-28, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and State of Tennessee *Audit Manual*, respectively, are presented for purposes of additional analysis and are 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 on pages 26-28 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 schedule of expenditures of federal awards and the schedule of expenditures of state awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

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OTHER INFORMATION

Management is responsible for the other information included in the financial statements. The other information comprises the Listing of Board of Directors on page i 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 December 4, 2024 on our consideration of Tennessee Voices for Children, Inc.'s internal control over financial reporting and on our test of its compliance with certain provisions of laws, regulations, contracts, 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 TNV'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 TNV's internal control over financial reporting and compliance.

Kraft CPAs PLLC

Nashville, Tennessee
December 4, 2024

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TENNESSEE VOICES FOR CHILDREN, INC.

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2024 AND 2023

	2024	2023
ASSETS		
Cash	$ 511,956	$ 740,254
Investments	765,270	586,870
Grants receivable	4,440,872	3,419,131
Contributions receivable, net	432,884	468,919
Other contracts receivable	363,187	312,613
Prepaid expenses and other	76,545	75,146
Right-of-use assets - finance leases, net of accumulated amortization	92,712	116,382
Property, building and equipment, net	7,289,894	5,776,995
TOTAL ASSETS	$ 13,973,320	$ 11,496,310
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable	$ 497,266	$ 986,366
Accrued expenses	974,581	303,494
Finance lease liabilities	83,957	97,271
Line of credit	400,000	-
Notes payable	1,517,876	1,570,609
TOTAL LIABILITIES	3,473,680	2,957,740
NET ASSETS		
Without donor restrictions	6,742,202	5,568,217
With donor restrictions	3,757,438	2,970,353
TOTAL NET ASSETS	10,499,640	8,538,570
TOTAL LIABILITIES AND NET ASSETS	$ 13,973,320	$ 11,496,310

See accompanying notes to the financial statements.

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TENNESSEE VOICES FOR CHILDREN, INC.

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

	2024			2023		
	Without Donor Restriction	With Donor Restriction	Totals	Without Donor Restriction	With Donor Restriction	Totals
SUPPORT AND REVENUE						
Grants	$ 14,810,838	$ 952,587	$ 15,763,425	$ 9,169,175	$ 2,560,780	$ 11,729,955
Housing services	2,534,929	-	2,534,929	2,121,785	-	2,121,785
Other contracts	17,549	-	17,549	61,179	-	61,179
Contributions of cash	109,001	3,965	112,966	262,378	3,205	265,583
Contributions of nonfinancial assets	34,217	-	34,217	57,890	-	57,890
Investment income, net	79,885	-	79,885	77,589	-	77,589
Miscellaneous	19,323	-	19,323	35,886	-	35,886
Net assets released from restriction	169,467	(169,467)	-	116,063	(116,063)	-
TOTAL SUPPORT AND REVENUE	17,775,209	787,085	18,562,294	11,901,945	2,447,922	14,349,867
EXPENSES						
Program services	14,457,627	-	14,457,627	11,482,543	-	11,482,543
Supporting services:						
Management and general	2,076,850	-	2,076,850	1,632,237	-	1,632,237
Fundraising	66,747	-	66,747	230,274	-	230,274
TOTAL EXPENSES	16,601,224	-	16,601,224	13,345,054	-	13,345,054
CHANGE IN NET ASSETS	1,173,985	787,085	1,961,070	(1,443,109)	2,447,922	1,004,813
NET ASSETS - BEGINNING OF YEAR	5,568,217	2,970,353	8,538,570	7,011,326	522,431	7,533,757
NET ASSETS - END OF YEAR	$ 6,742,202	$ 3,757,438	$ 10,499,640	$ 5,568,217	$ 2,970,353	$ 8,538,570

See accompanying notes to the financial statements.

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TENNESSEE VOICES FOR CHILDREN, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2024

	PROGRAM SERVICES					SUPPORTING SERVICES			
	THERAPEUTIC SERVICES	COMMUNITY SUPPORT SERVICES	HOUSING SERVICES	PROGRAM ENHANCEMENT SERVICES	TOTAL PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUNDRAISING	TOTAL SUPPORTING SERVICES	TOTAL FUNCTIONAL EXPENSES
Salaries	$ 1,371,515	$ 4,880,556	$ 973,427	$ 157,252	$ 7,382,750	$ 1,271,913	$ 12,412	$ 1,284,325	$ 8,667,075
Employee benefits	174,810	588,299	69,638	10,723	843,470	113,991	1,617	115,608	959,078
Payroll taxes	105,529	374,715	75,824	11,975	568,043	66,083	693	66,776	634,819
TOTAL PAYROLL AND RELATED EXPENSES	1,651,854	5,843,570	1,118,889	179,950	8,794,263	1,451,987	14,722	1,466,709	10,260,972
Conferences and meetings	36,077	297,224	15,021	14,345	362,667	29,749	985	30,734	393,401
Event expense	-	-	-	-	-	-	20,916	20,916	20,916
Assistance to individuals	2,282	545,432	86,220	3,852	637,786	14,165	-	14,165	651,951
Bad debt expense	52,275	8,624	93,098	-	153,997	57,390	-	57,390	211,387
Depreciation and amortization	-	-	139,110	-	139,110	38,216	-	38,216	177,326
Insurance	14,109	52,325	9,763	1,367	77,564	5,940	95	6,035	83,599
Interest	-	-	70,279	-	70,279	20,024	-	20,024	90,303
Miscellaneous	735	1,806	4,294	74	6,909	10,528	1,270	11,798	18,707
Occupancy	8,893	31,016	311,539	70,981	422,429	53,793	42	53,835	476,264
Office supplies	67,020	275,946	188,999	136,863	668,828	44,575	5,384	49,959	718,787
Printing	33,607	67,455	27,936	16,269	145,267	29,305	464	29,769	175,036
Professional	30,091	488,054	1,750,992	55,971	2,325,108	288,888	22,170	311,058	2,636,166
Telephone and internet	16,313	68,511	25,862	735	111,421	8,292	91	8,383	119,804
Travel	77,259	407,344	40,496	16,900	541,999	23,998	608	24,606	566,605
TOTAL FUNCTIONAL EXPENSES	$ 1,990,515	$ 8,087,307	$ 3,882,498	$ 497,307	$ 14,457,627	$ 2,076,850	$ 66,747	$ 2,143,597	$ 16,601,224

See accompanying notes to the financial statements.

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TENNESSEE VOICES FOR CHILDREN, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2023

	PROGRAM SERVICES					SUPPORTING SERVICES			
	THERAPEUTIC SERVICES	COMMUNITY SUPPORT SERVICES	HOUSING SERVICES	PROGRAM ENHANCEMENT SERVICES	TOTAL PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUNDRAISING	TOTAL SUPPORTING SERVICES	TOTAL FUNCTIONAL EXPENSES
Salaries	$ 973,647	$ 4,010,701	$ 775,065	$ 188,612	$ 5,948,025	$ 882,332	$ 115,168	$ 997,500	$ 6,945,525
Employee benefits	128,293	408,554	36,258	492	573,597	93,252	5,256	98,508	672,105
Payroll taxes	74,105	322,140	61,016	8,112	465,373	63,494	7,843	71,337	536,710
TOTAL PAYROLL AND RELATED EXPENSES	1,176,045	4,741,395	872,339	197,216	6,986,995	1,039,078	128,267	1,167,345	8,154,340
Conferences and meetings	27,623	267,465	12,346	9,179	316,613	19,489	903	20,392	337,005
Event expense	-	-	-	-	-	-	35,352	35,352	35,352
Assistance to individuals	1,890	363,080	13,044	-	378,014	4,600	-	4,600	382,614
Bad debt expense	54,443	-	42,712	-	97,155	-	-	-	97,155
Depreciation	-	-	94,169	-	94,169	24,864	-	24,864	119,033
Insurance	9,257	38,122	7,750	1,268	56,397	4,914	375	5,289	61,686
Interest	-	-	4,939	-	4,939	63,922	-	63,922	68,861
Miscellaneous	2,190	1,417	2,550	25	6,182	6,418	3,154	9,572	15,754
Occupancy	9,518	12,764	238,793	1,568	262,643	43,057	39	43,096	305,739
Office supplies	43,156	323,751	263,060	20,249	650,216	32,054	37,868	69,922	720,138
Printing	37,289	68,722	22,701	787	129,499	19,474	5,988	25,462	154,961
Professional	93,689	617,488	1,305,908	16,454	2,033,539	356,081	16,399	372,480	2,406,019
Telephone and internet	13,838	62,020	20,213	594	96,665	4,511	89	4,600	101,265
Travel	40,978	285,096	27,433	16,010	369,517	13,775	1,840	15,615	385,132
TOTAL FUNCTIONAL EXPENSES	$ 1,509,916	$ 6,781,320	$ 2,927,957	$ 263,350	$ 11,482,543	$ 1,632,237	$ 230,274	$ 1,862,511	$ 13,345,054

See accompanying notes to the financial statements.

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TENNESSEE VOICES FOR CHILDREN, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,961,070	$ 1,004,813
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	153,656	117,060
Amortization of right-of-use assets	23,670	1,973
Bad debt expense	211,387	97,155
Realized and unrealized gains on investments	(79,885)	(77,589)
(Increase) decrease in:		
Grants receivable	(1,021,741)	(1,535,281)
Contributions receivable, net	36,035	36,795
Other contracts receivable	(261,961)	(133,798)
Prepaid expenses and other	(1,399)	(11,097)
Increase (decrease) in:		
Accounts payable	(489,100)	676,580
Accrued expenses	671,087	165,241
TOTAL ADJUSTMENTS	(758,251)	(662,961)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,202,819	341,852
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(1,660,360)	(1,256,686)
Payments on finance leases	(13,314)	(21,084)
Proceeds from disposal of property and equipment	26,534	-
Purchases of investments	(600,000)	(1,097,989)
Sale of investments	501,485	2,528,649
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	(1,745,655)	152,890
CASH FLOWS FROM FINANCING ACTIVITIES		
Net change in line of credit	400,000	-
Principal payments on notes payable	(85,462)	(80,605)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	314,538	(80,605)
(DECREASE) INCREASE IN CASH	(228,298)	414,137
CASH - BEGINNING OF YEAR	740,254	326,117
CASH - END OF YEAR	$ 511,956	$ 740,254

See accompanying notes to the financial statements.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Tennessee Voices for Children, Inc. (d/b/a TN Voices) ("TNV" or the "Agency") is a statewide advocacy agency for families whose children have emotional, behavioral and/or mental health issues. Its mission is to be the collaborative leader guiding mental health transformation and vision is to build hope for all generations. TNV takes an active role in the development of family-friendly policies and encourages and supports family involvement on advisory boards such as the statewide Mental Health Planning Council, Behavioral Health Organizations, advisory councils, and community planning groups. Funding for TNV's services is provided principally by federal and state grants and certain contract revenues.

Basis of Presentation

The accompanying financial statements present the financial position and changes in net assets of TNV on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Resources are classified as net assets without donor restrictions and net assets with donor restrictions, based on the existence or absence 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 organization. These net assets may be used at the discretion of the Agency's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Agency or by the passage of time. Other donor restrictions may be perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. There are no donor restrictions that are perpetual in nature.

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 Statements of Activities.

Revenue Recognition

Revenues are recognized when control of services is transferred to customers, in an amount that reflects the consideration the Agency expects to be entitled to in exchange for those products and services. The Agency does not have any significant financing components as payment is expected shortly after products or services are transferred to customers. Additionally, there is no variable consideration. Costs incurred to obtain a contract are expensed as incurred when the amortization period is less than a year.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

For performance obligations related to housing services, control transfers to the customer at a point in time. Total revenue recorded based on performance obligations satisfied at a point in time was $2,647,895 and $2,448,547 for the years ended June 30, 2024 and 2023, respectively.

Contributions and Support

TNV receives grant revenues from various federal, state and local agencies. Grant revenue is recognized in the period a liability is incurred for eligible expenditures under the terms of the grant. Grant funds received prior to expenditure are recorded initially as deferred revenue. At June 30, 2024, the Agency had remaining available award balances on federal and state conditional grants and contracts of approximately $16,620,000 that have not been recognized as revenue because qualifying expenditures have not yet been incurred.

A contribution is conditional if an agreement includes a barrier that must be overcome and either a right to return of assets transferred or a right of release of a promisor's obligation to transfer assets exist. The presence of both a barrier and a right of return or right of release indicates that a recipient is not entitled to the contribution until it has overcome the barrier(s) in the agreement. Conditional promises to give are not recognized until the barrier(s) in the agreement are overcome.

TNV reports any gifts of property, equipment or materials as unrestricted support unless explicit donor restrictions specify how the assets must be used. Gifts of long-lived assets with explicit restrictions as to how the assets are to be used or funds restricted for the acquisition of long-lived assets are reported as restricted support. Expirations of donor restrictions are recognized when the donated or acquired long-lived assets are placed in service.

The Agency records support and expenses for contributed services that require specialized skills and would be purchased if not provided by the donor, at the estimated fair value of the services received. Contributed nonfinancial assets did not have donor-imposed restrictions.

Contributions Receivable

Unconditional contributions receivable that are expected to be collected within one year are recorded at their net realizable values. Unconditional contributions receivable that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discount on those amounts is computed using a risk-free interest rate applicable to the year in which the promise is received. Amortization of the discount is recognized on the interest method over the term of the gift and included in contributions receivable.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contract Receivables

Contract receivables relate to fee-for-service contracts and are reported at their gross contract amount less any applicable payments or adjustments. For the year ended June 30, 2024, accounts receivable related to these service contacts were $310,131 at the beginning of the year and $362,630 at the end of the year. For the year ended June 30, 2023, accounts receivable related to these service contracts were $277,475 at the beginning of the year and $310,131 at the end of the year.

Allowance for Uncollectible Accounts

An allowance for uncollectible receivables is not provided in the financial statements based on management's assessment of specific accounts and historical collection experience.

Cash

Cash consists principally of checking account balances.

Investments

Investments consist of money market funds and mutual funds. Money market funds and mutual funds are carried at their quoted market value on the last business day of the reporting period. Changes in unrealized gains and losses are recognized currently in the Statement of Activities for the year.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net realized and unrealized gains and losses are reflected in the Statements of Activities.

Property, Building and Equipment

Property, building and equipment are reported at cost at the date of purchase or at estimated fair value at the date of gift to TNV. TNV's policy is to capitalize expenditures with a cost of $5,000 or more and an estimated useful life greater than one year. Depreciation is calculated by the straight-line method over the estimated useful lives of the assets as follows: five to seven years for furniture and equipment and fifteen to forty years for the building and improvements.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements

TNV classifies its investments based on a hierarchy consisting of: Level 1 (valued using quoted prices from active markets for identical assets), Level 2 (not traded on an active market but for which observable market inputs are readily available), and Level 3 (valued based on significant unobservable inputs).

An asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis:

Investments - Where quoted prices are available in an active market, securities are classified within Level 1 of the valuation hierarchy. Level 1 securities include highly liquid securities and certain other products, such as money market funds and mutual funds. If quoted market prices are not available, then fair values are estimated by using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows and are classified within Level 2 of the valuation hierarchy. In certain cases where there is limited activity, or less transparency around inputs to the valuation, securities are classified within Level 3 of the valuation hierarchy.

There have been no changes in the valuation methodologies used at June 30, 2024 and 2023.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while TNV believes its valuation methods are appropriate and consistent with that of other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in different fair value measurements at the reporting date.

Leases

TNV made an accounting election available not to recognize right-of-use ("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. 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, TNV used the discount rate implicit in the lease agreement, if readily determinable. For leases in which the rate implicit in the lease agreement is not readily determinable, TNV 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.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Program and Supporting Services

The following program and supporting services are included in the accompanying financial statements:

Program Services - Consists of Therapeutic Services, Community Support Services, Housing Services and Program Enhancement Services.

Therapeutic Services - Brief descriptions of the Agency's programs included under Therapeutic Services are as follows:

Juvenile Justice Reform ("JJR") - a collaborative effort (to divert families from further court and DCS involvement) between TNV, the Mental Health and Substance Abuse Department, and the Montgomery, Robertson and Sumner county Juvenile Courts. The JJR program is a strength-based and family-driven program that supports children, youth and families involved in the Juvenile Justice system. In the JJR program, a Family Support Provider and Youth and Family Therapist meets weekly with both youth and parents to help them identify strength-based goals that address issues that may be contributing to the youth's court involvement.

Intensive In-Home Family Preservation Services ("Family Connection") - provides families the tools they need to maintain children and youth with complex needs at home, in school and in the community. The program is family-driven, providing assistance in navigating the child-serving systems, advocacy, support and therapeutic skill-building to prevent placement outside the home to a higher level of care. Program staff ensures that caregivers are an integral part of the intervention at all stages.

Community Support Services - Brief descriptions of the Agency's programs included under Community Support Services are as follows:

Statewide Family Support Network ("SFSN") - provides valuable support, information and training to parents and caregivers across the state, empowering them to successfully "navigate" the complex child-serving systems to obtain the services necessary for their children and youth with emotional and behavioral disorders. SFSN staff provides direct assistance, support groups, information and skill-based training, family representation on over 145 councils and coalitions, Youth in Action Council facilitation and outreach to schools, mental health providers and policymakers in Tennessee.

Early Childhood Programs - provides on-site consultation and training to parents and staff associated with childcare and Head Start programs throughout Tennessee. Program staff is also involved in state and national research to identify effective strategies for working with young children with challenging behaviors.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Program and Supporting Services (Continued)

Program Services: Community Support Services (Continued)

Survivor Connection - provides high quality intensive in-home services that directly improve the health and well-being of victims of crime with priority given to victims of child abuse, domestic violence, sexual assault, and services for underserved victims. TNV intends to respond to the emotional and physical needs of crime victims, assist to stabilize their lives after victimization, assist victims in understanding and participating in the criminal justice system and provide victims of crime with a measure of safety and security. A wraparound team provides support and teaches families to advocate for themselves and utilize both formal and informal supports in the community.

System of Care Across Tennessee - in partnership with the Tennessee Department of Mental Health and Substance Abuse Services, the Tennessee Commission on Children and Youth and Centerstone Research Institute, TNV provides high-fidelity wraparound services to children, youth, young adults (0-21) and their families in Clay County, Cocke County and Decatur County. These services are designed to support those with the highest level of behavioral health need. Each county employs a Family Support Specialist and a Care Coordinator who work as a team with enrolled youth and families driving the services they receive.

Housing Services - Brief descriptions of the Agency's programs included under Housing Services are as follows:

Intensive Long-Term Support ("ILS") - provides intensive long-term, wrap-around support services that are community-based and long-term recovery oriented. Onsite services include psychiatric, nursing, case management and treatment services, as well as living skills development and community activity participation. ILS provides a supported living environment with services mentioned above, designed to allow discharge of service recipients from Middle Tennessee Mental Health Institute.

Program Enhancement Services - Includes smaller programs that contribute to the overall mission of the Agency.

Supporting Services

Management and General - relates to the overall direction of the organization. These expenses are not identifiable with a particular program or with fundraising but are indispensable to the conduct of those activities and are essential to the organization. Specific activities include organization oversight, business management, recordkeeping, budgeting, financing and other administrative activities.

Fundraising - includes costs of activities directed toward appeals for financial support, including special events. Other activities include the creation and distribution of fundraising materials.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allocation of Functional Expenses

Expenses that can be directly attributed to a particular function are charged to that function. Certain costs have been allocated among more than one program or activity based on objectively evaluated financial and nonfinancial data or reasonable subjective methods determined by management.

The expenses that are allocated include salaries and related expenses, assistance to individuals, bade debt expense, depreciation and amortization, conferences and meetings, insurance, miscellaneous, occupancy, office supplies, printing, professional, telephone, interest expense and internet and travel, which are allocated on the basis of estimates of time and effort. Accordingly, expenses have been allocated among the program activities consisting of the Agency's grant program and related supervisory and advisory services and supporting services consisting of the Agency's management and general and fundraising functions. Functional expenses may be direct or indirect.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

TNV qualifies as a not-for-profit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, income taxes are not provided.

TNV files a U.S. Federal Form 990 for organizations exempt from income tax.

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing TNV's income tax returns to determine whether the income tax positions meet a "more likely than not" standard of being sustained under examination by the applicable taxing authorities. Management has performed its evaluation of all income tax positions taken on all open income tax returns and has determined that there were no positions taken that do not meet the "more likely than not" standard. Accordingly, there are no provisions for income taxes, penalties or interest receivable or payable relating to uncertain income tax positions in the accompanying financial statements.

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NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Events Occurring After Reporting Date

The Agency has evaluated events and transactions that occurred between June 30, 2024 and December 4, 2024, the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

NOTE 2 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statements of Financial Position, comprise the following as of June 30:

	2024	2023
Cash	$ 511,956	$ 740,254
Investments	765,270	586,870
Grants receivable	4,440,872	3,419,131
Contributions receivable, net	432,884	468,919
Other contracts receivable	363,187	312,613
Less: financial assets restricted by donor	(469,799)	(505,406)
Financial assets available to meet general expenditures over the next twelve months	$ 6,044,370	$ 5,022,381

As part of the liquidity management plan, the Agency invests cash in excess of normal requirements in short-term investments and money market funds. The Agency also has a $1,200,000 line of credit available to meet general expenditures.

NOTE 3 - CONCENTRATIONS OF CREDIT RISK

Grants receivable represent concentrations of credit risk to the extent the grants are receivable from concentrated sources. The Agency receives approximately 85% of its funding from federal, state and local grants and contracts.

The Agency maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to statutory limits. At times, the Agency's deposits at financial institutions may exceed federally insured limits. The Agency has not experienced any losses in such accounts and management considers this to be a normal business risk.

Certain cash and securities held in broker/dealer accounts are insured by the Securities Investor Protection Corporation ("SIPC"), up to $500,000 per broker/dealer (including a maximum of $250,000 for cash claims), in certain circumstances such as fraud or failure of the institution. The SIPC does not insure against market risk.

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NOTE 4 - INVESTMENTS

Investments consisted of the following as of June 30:

	2024	2023
Money market funds	$ 173,172	$ 64,694
Mutual funds	592,098	522,176
	$ 765,270	$ 586,870

NOTE 5 - GRANTS RECEIVABLE

Grants receivable consisted of the following as of June 30:

	2024	2023
State of Tennessee Department of Mental Health	$ 3,848,775	$ 3,215,762
State of Tennessee Department of Children's Services	314,788	104,422
Others	277,309	98,947
	$ 4,440,872	$ 3,419,131

NOTE 6 - CONTRIBUTIONS RECEIVABLE

Contributions receivable consisted of the following at June 30:

	2024	2023
Receivable in less than one year	$ 40,000	$ 40,000
Receivable in one to five years	160,000	160,000
Receivable in greater than five years	360,000	400,000
Total unconditional promises to give	560,000	600,000
Less: discount to net present value	(127,116)	(131,081)
Contributions receivable	$ 432,884	$ 468,919

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NOTE 7 - PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consisted of the following as of June 30:

	2024	2023
Land	$ 1,397,053	$ 1,209,553
Building and improvements	4,986,451	3,458,422
Automobiles	235,065	18,729
Furniture and equipment	223,677	216,719
Construction in progress	934,462	1,227,274
	7,776,708	6,130,697
Less: accumulated depreciation	(486,814)	(353,702)
	$ 7,289,894	$ 5,776,995

Construction in progress at June 30, 2024 relates to the purchase and renovations of five properties. The renovations are expected to be completed by December 2024, with total cost to complete of approximately $1,267,000.

The Agency has acquired certain properties for use in its therapeutic program through grants from State of Tennessee. The agreements call for the Agency to operate these programs in accordance with the grant agreement for a period of 20 years or the grant must be repaid. As of June 30, 2024 and 2023, the Agency has three properties subject to these operating provisions. Associated potential repayment costs of $3,513,367 would be applicable only if the programs are not operated in accordance with the grant agreements. Due to the nature of the agreements and related provisions, the potential repayment is remote; therefore, no liability is recognized in connection with the agreements. The Agency recognizes the restriction as a donor restriction that is released over the 20-year period.

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NOTE 8 - FAIR VALUE MEASUREMENTS

The following table sets forth TNV's major categories of assets measured at fair value on a recurring basis, by level, within the fair value hierarchy, as of June 30:

	Level 1	Level 2	Level 3	Total
2024				
Investments:				
Money market funds	$ 173,172	$ -	$ -	$ 173,172
Mutual funds:				
Bond fund	182,359	-	-	182,359
Growth and income fund	139,493	-	-	139,493
Growth fund	180,572	-	-	180,572
Balance fund	89,674	-	-	89,674
Total investments at fair value	$ 765,270	$ -	$ -	$ 765,270
2023				
Investments:				
Money market funds	$ 64,694	$ -	$ -	$ 64,694
Mutual funds:				
Bond fund	41,721	-	-	41,721
Money market funds	47,862			47,862
Growth and income fund	189,780	-	-	189,780
Growth fund	126,185	-	-	126,185
Balance fund	116,628	-	-	116,628
Total investments at fair value	$ 586,870	$ -	$ -	$ 586,870

NOTE 9 - OBLIGATION UNDER LINE OF CREDIT

TVC has a line of credit with a financial institution for $1,200,000 that matures October 26, 2026. Interest accrues monthly on the outstanding principal at the U.S. Prime Rate based on a 360-day year (8.50% at June 30, 2024). The outstanding balance of the line at June 30, 2024 was $400,000. The credit obligation is cross-collateralized by three properties owned by the Agency which have a combined carrying value of $1,933,223.

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NOTE 10 - NOTES PAYABLE

Notes payable consisted of the following at June 30:

	2024	2023
Term mortgage note with bank, payable in monthly installments of $6,528, including interest at 4.4% through February 2026, with any unpaid principal due March 30, 2026; secured by property with carrying value of $1,016,596 at June 30, 2024	$ 926,270	$ 960,346
Term mortgage note with bank, payable in monthly installments of $3,209, including interest at 5.87% through September 2027, with any unpaid principal due September 24, 2027; secured by property with carrying value of $498,720 at June 30, 2024	486,573	496,307
Term mortgage note with bank, payable in monthly installments of $2,601, including interest at 4% through April 2026; secured by property with carrying value of $417,907 at June 30, 2024	56,706	85,317
Term automobile note with creditor, payable in monthly installments of $850, including interest at 3.19% through December 2029; secured by property with carrying value of $48,632 at June 30, 2024	48,327	28,639
	$ 1,517,876	$ 1,570,609

Annual principal installments payments of notes payable as of June 30, 2023 follow:

Years ending June 30,	
2025	$ 84,361
2026	932,360
2027	20,351
2028	464,305
2029	10,778
Thereafter	5,721
	$ 1,517,876

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NOTE 11 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consisted of the following at June 30:

	2024	2023
Time restrictions - contributions receivable	$ 432,884	$ 468,919
Purpose restrictions:		
Operating provisions for land, building, and improvements	3,287,639	2,464,947
Counseling program	36,915	36,487
	$ 3,757,438	$ 2,970,353

NOTE 12 - LEASES

TNV has vehicle leases that are under finance leases. The leases expire in May 2026. The components of lease expense are as follows for the year ended June 30:

	2024	2023
Finance lease cost - amortization of right-of-use assets	$ 23,670	$ 1,973
Finance lease cost - interest on lease liabilities	3,766	139
Total lease cost	$ 27,436	$ 2,112

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NOTE 12 - LEASES (CONTINUED)

Additional information related to leases is as follows as of June 30:

	2024	2023
Finance leases:		
Equipment	$ 118,355	$ 118,355
Accumulated amortization	(25,643)	(1,973)
Finance leases, right-of-use assets, net	$ 92,712	$ 116,382
Finance lease liabilities, current	$ 17,080	$ 17,080
Finance lease liabilities, noncurrent	66,877	80,191
Total finance lease liabilities	$ 83,957	$ 97,271
Weighted-average remaining lease term, finance leases	1.90 years	2.90 years
Weighted-average discount rate, finance leases	4.21%	4.21%

Future undiscounted cash flows and a reconciliation to the lease liabilities recognized on the Statements of Financial Position are as follows as of June 30, 2024:

	Finance Leases
Years ending June 30,	
2025	$ 17,080
2026	70,725
Total lease payments	87,805
Less: imputed interest	(3,848)
Total present value of lease liabilities	$ 83,957

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NOTE 13 - CONTRIBUTED NONFINANCIAL ASSETS

For the years ended June 30, contributed nonfinancial assets recognized within the Statements of Activities included:

	Revenue Recognized 2024	Revenue Recognized 2023	Utilization in Programs/Activities	Donor Restrictions	Valuation Techniques and Inputs
Professional services	$ 750	$ 43,890	Community Support Services	None	Fair value is estimated on the basis of comparable professional services that would be received in the U.S.
Event advertising	8,960	12,500	Fundraising	None	Fair value is estimated on the basis of the value that would be received for similar products or services in the U.S.
Occupancy	24,507	1,500	Community Support Services	None	Fair value is estimated on the basis of the value that would be received for similar office space in the U.S.
	$ 34,217	$ 57,890			

NOTE 14 - SUPPLEMENTAL CASH FLOWS DISCLOSURES

	2024	2023
CASH PAID FOR:		
Interest	$ 90,303	$ 68,861
NON-CASH TRANSACTIONS		
Property and equipment purchased through issuance of notes payable	$ 32,729	$ 504,300
Right-of-use assets obtained in exchange for new finance lease liabilities	$ -	$ 118,355

NOTE 15 - RISKS AND CONTINGENCIES

The Agency has received various government grants for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could result in disallowance of expenditures, management believes that any required reimbursements would not be significant. Accordingly, no provision has been made for potential reimbursements to grantors.

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NOTE 16 - EMPLOYEE BENEFIT PLAN

TNV sponsors the Tennessee Voices for Children 403(b) Plan (the "Plan") under Section 403(b) of the Internal Revenue Code established on January 1, 2009. All employees are eligible to make elective deferrals on the first of the month following their date of hire. Upon completion of one month of service, employees become eligible for matching and nonelective contributions.

TNV may make discretionary matching and nonelective contributions to the Plan. TNV's discretionary match is 4%. Total contributions amounted to $92,025 and $108,763 for the years ended June 30, 2024 and 2023, respectively.

NOTE 17 - SUBSEQUENT EVENT

On July 9, 2024, TNV entered into an agreement to merge with Nurture the Next, Inc. effective January 1, 2025, with TNV being the surviving entity after the merger. Under ASC 958, since TNV will be the surviving entity, the transaction is considered an acquisition and accounted for under the acquisition method of accounting.

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ADDITIONAL INFORMATION

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TENNESSEE VOICES FOR CHILDREN, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2024

Grant Description	Assistance Listing Number (ALN)		Grant Number	Grant Period	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
DIRECT					
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		H79SM083924	04/30/21 - 04/29/24	$ 75,167
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		H79SM084332	12/31/22 - 12/30/24	77,972
TOTAL DIRECT					153,139
PASSED THROUGH STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH					
Temporary Assistance for Needy Families	93.558		74495	07/01/23 - 09/30/24	758,663
Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED)	93.104		75900	09/30/23 - 09/29/24	1,110,463
Block Grants for Community Mental Health Services	93.958	*	70052	07/01/23 - 06/30/24	226,267
Block Grants for Community Mental Health Services	93.958	*	78367	07/01/23 - 06/30/24	158,513
Block Grants for Community Mental Health Services	93.958	*	78448	07/01/23 - 06/30/24	339,403
Block Grants for Community Mental Health Services	93.958	*	78975	07/01/23 - 06/30/26	1,299,707
Block Grants for Community Mental Health Services	93.958	*	78973	07/01/23 - 06/30/26	1,046,953
Block Grants for Community Mental Health Services	93.958	*	74577	07/01/23 - 06/30/25	35,751
Block Grants for Community Mental Health Services	93.958	*	77421	03/01/23 - 06/30/25	371,674
Block Grants for Community Mental Health Services	93.958	*	79978	07/01/23 - 06/30/27	73,103
Block Grants for Prevention and Treatment of Substance Abuse	93.959		78128	07/01/23 - 06/30/24	116,000
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		77587	03/31/24 - 09/30/24	252,869
TOTAL PASSED THROUGH STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH					5,789,366
PASSED THROUGH TENNESSEE STATE UNIVERSITY					
Child Care and Development Block Grant	93.575		None	10/01/22 - 09/30/23	8,113
PASSED THROUGH FAMILY AND CHILDREN'S SERVICES					
Temporary Assistance for Needy Families	93.558		None	11/01/23 - 10/31/24	659,170
PASSED THROUGH UNITED WAY OF GREATER NASHVILLE					
Temporary Assistance for Needy Families	93.558		None	10/01/23 - 09/30/24	328,874
PASSED THROUGH FIRST TENNESSEE DEVELOPMENT DISTRICT					
Tennessee Opportunity Pilot Initiative Implementation Grant	93.588		256123	11/01/22 - 10/31/25	267,422
PASSED THROUGH STATE OF TENNESSEE DEPARTMENT OF HEALTH					
Advancing System Improvements for Key Issues in Women's Health	93.088		78909	07/01/23 - 09/30/26	25,163
PASSED THROUGH STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES					
Community-Based Child Abuse Prevention Grants	93.590		74501	07/01/23 - 09/30/2025	22,382
Community-Based Child Abuse Prevention Grants	93.590		76327	07/01/23 - 09/30/2025	53,717
Community-Based Child Abuse Prevention Grants	93.590		76328	07/01/23 - 09/30/2025	42,761
Community-Based Child Abuse Prevention Grants	93.590		76324	07/01/23 - 09/30/2025	50,525
Community-Based Child Abuse Prevention Grants	93.590		76329	07/01/23 - 09/30/2025	43,679
Community-Based Child Abuse Prevention Grants	93.590		76333	07/01/23 - 09/30/2025	34,103
Community-Based Child Abuse Prevention Grants	93.590		76321	07/01/23 - 09/30/2025	45,768
Community-Based Child Abuse Prevention Grants	93.590		74493	07/01/23 - 06/30/2025	18,838
Community-Based Child Abuse Prevention Grants	93.590		74500	07/01/23 - 06/30/2025	19,603
Community-Based Child Abuse Prevention Grants	93.590		74502	07/01/23 - 06/30/2025	21,192
TOTAL PASSED THROUGH STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES					352,569
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					7,583,815
U.S. DEPARTMENT OF JUSTICE					
PASSED THROUGH STATE OF TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION					
Crime Victim Assistance	16.575		47810	07/01/23 - 06/30/25	188,646
TOTAL U.S. DEPARTMENT OF JUSTICE					188,646
TOTAL EXPENDITURES OF FEDERAL AWARDS					$ 7,772,461

* Considered a major program under *Title 2 U.S. Code of Federal Regulations (CFR)* Part 200

Summary of Expenditures by ALN

16.575	$ 188,646
93.088	25,163
93.104	1,110,463
93.243	406,008
93.575	8,113
93.558	1,746,707
93.588	267,422
93.958	3,551,370
93.959	116,000
93.590	352,569
	$ 7,772,461

See Notes to Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Awards on page 27.

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TENNESSEE VOICES FOR CHILDREN, INC.

SCHEDULE OF EXPENDITURES OF STATE AWARDS

FOR THE YEAR ENDED JUNE 30, 2024

Grant Description	Grant Number	Grant Period	Expenditures
STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH			
Family Support and Advocacy	78368	07/01/23 - 06/30/24	$ 556,322
Block Grants for Prevention and Treatment of Substance Abuse	78128	07/01/23 - 06/30/24	26,700
School and Communities Youth Screen Program	78367	07/01/23 - 06/30/24	309,599
Tennessee Resiliency Project	73352	07/01/23 - 06/30/24	2,248,726
Block Grants for Community Mental Health Services	78448	07/01/23 - 06/30/24	298,450
Juvenile Justice Reform Local Diversion Grant	74637	07/01/23 - 06/30/25	620,516
One-Time Infrastructure Grant	83390	05/01/24 - 06/30/25	5,488
Tennessee Move Initiative	78327	07/01/23 - 06/30/26	601,384
Inpatient Targeted Transitional Support	78110	07/01/23 - 06/30/26	318,697
Mental Health Services and Bonuses to Medical staff	81542	01/01/24 - 06/30/25	696,800
Workplace Sign-On and Retention Bonus	80974	11/01/23 - 06/30/25	24,221
One-Time Infrastructure Grant	79403	05/01/23- 06/30/24	1,490,308
BHSN (Adult)	74156	07/01/23 - 06/30/24	24,133
BHSN (Children)	78069	07/01/23 - 06/30/24	9,432
BHSN (Outreach Coordinator)	78069	07/01/23 - 06/30/24	119,881
Family Support Providers in Juvenile Courts	78465	07/01/23 - 06/30/24	65,975
TOTAL STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH			7,416,632
STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES			
Child Abuse Prevention	74501	07/01/22 - 06/30/25	26,064
Child Abuse Prevention Services Upper Cumberland	74493	07/01/22 - 06/30/25	21,936
Child Abuse Prevention Services	74500	07/01/22 - 06/30/25	22,827
Child Abuse Prevention Services	74502	07/01/22 - 06/30/25	24,679
Assessments	None	07/01/23 - 06/30/24	47,408
Intensive In-Home Family Preservation Services	77476	07/01/23 - 06/30/24	375,431
TOTAL STATE OF TENNESSEE DEPARTMENT OF CHILDREN'S SERVICES			518,345
TOTAL EXPENDITURES OF STATE AWARDS			$ 7,934,977

See Notes to Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Awards on page 27.

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TENNESSEE VOICES FOR CHILDREN, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND SCHEDULE OF EXPENDITURES OF STATE AWARDS

FOR THE YEAR ENDED JUNE 30, 2024

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Awards (the "Schedules") include the federal and state grant activity, respectively, of the Agency and are presented on the accrual basis of accounting. The information in the Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of Title 2 U. S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The information in the Schedule of Expenditures of State awards is presented in accordance with the requirements of the State of Tennessee *Audit Manual.* Because the Schedules present only a selected portion of the operations of the Agency, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Agency.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedules are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The organization has elected not to use the 10-percent de minims indirect cost rate as allowed under the Uniform Guidance.

NOTE 3 - SUBRECIPIENTS

The Agency does not pass any federal awards through to subrecipients.

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OTHER REPORTS

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KraftCPAs PLLC

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
Tennessee Voices for Children, Inc.
Nashville, Tennessee

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 Tennessee Voices for Children, Inc. ("TNV"), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 4, 2024.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered TNV'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 TNV's internal control. Accordingly, we do not express an opinion on the effectiveness of TNV'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 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 have not been identified.

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REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether TNV'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.

Kraft CPAs PLLC

Nashville, Tennessee
December 4, 2024

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KraftCPAs PLLC

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Tennessee Voices for Children, Inc.
Nashville, Tennessee

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

OPINION ON EACH MAJOR FEDERAL PROGRAM

We have audited Tennessee Voices for Children, Inc.'s ("TNV") compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of TNV's major federal programs for the year ended June 30, 2024. TNV's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, TNV complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

BASIS FOR OPINION ON EACH MAJOR FEDERAL PROGRAM

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of TNV and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of TNV's compliance with the compliance requirements referred to above.

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RESPONSIBILITIES OF MANAGEMENT FOR COMPLIANCE

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the TNV's federal programs.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF COMPLIANCE

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on TNV's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about TNV's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.

- identify and assess the risks of material noncompliance, 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 TNV's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- obtain an understanding of TNV's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of TNV's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

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REPORT ON INTERNAL CONTROL OVER COMPLIANCE

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kraft CPAs PLLC

Nashville, Tennessee
December 4, 2024

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TENNESSEE VOICES FOR CHILDREN, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2024

Section I - Summary of Auditor's Results

Financial Statements

Type of report auditor issued on whether the financial statements were prepared in accordance with GAAP:	Unmodified	
Internal control over financial reporting:		
• Material weakness(es) identified?	_____ yes	___x___ no
• Significant deficiency(ies) identified?	_____ yes	___x___ none reported
Noncompliance material to financial statements noted?	_____ yes	___x___ no

Federal Awards

Internal control over major federal programs:		
• Material weakness(es) identified?	_____ yes	___x___ no
• Significant deficiency(ies) identified?	_____ yes	___x___ none reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	_____yes	___x___ no

Identification of major programs:

ALN Number(s)	*Name of Federal Program or Cluster*
93.958	Block Grants for Community Mental Health Services

Dollar threshold used to distinguish between type A and type B programs:	$750,000	
Auditee qualified as low-risk auditee?	___x___ yes	_____ no

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TENNESSEE VOICES FOR CHILDREN, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE YEAR ENDED JUNE 30, 2024

Section II - Financial Statement Findings

There were no audit findings in the prior or current year.

Section III - Federal Award Findings and Questioned Costs

There were no federal award findings or questioned costs in the prior or current year.

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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
Non-Profit Grants Manual Receipt Acknowledgement

Recipient Name

February 2, 2023

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: Non-Profit Grant Resources
- 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.*

Rikki Harris

Signature of Authorized Representative
Name: Rikki Harris
Title: Chief Executive Officer
Agency Name: TN Voices
Date: 8/15/2025

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE
700 President Ronald Reagan Way, STE 201
NASHVILLE, TENNESSEE 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Direct Appropriation
Certifications of Assurance

Recipient Name

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 sub-recipients of federally appropriated funds shall certify and disclose accordingly.

Rikki Harris
Signature of Authorized Representative
Name: Rikki Harris
Title: Chief Executive Officer
Agency Name: TN Voices
Date: 8/15/25

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FREDDIE O'CONNELL
MAYOR

Juvenile Court
METROPOLITAN NASHVILLE & DAVIDSON COUNTY

SHEILA D.J. CALLOWAY, JUDGE

JUVENILE COURT OF DAVIDSON
COUNTY PO. BOX 196306
NASHVILLE, TENNESSEE 37219-6306

Receipt of Acknowledgement

Metropolitan Government of Nashville and Davidson County
Travel Policy (Revised August 1, 2023)

I, Click or tap here to enter text., acknowledge that I have received, read, and understand the Metropolitan Government of Nashville and Davidson County Travel Policy revised on August 1, 2023.

I agree to comply with all guidelines, procedures, and expectations outlined in the policy. I understand that failure to adhere to this policy may result in corrective action in accordance with Metropolitan Government policies.

AGENCY INFORMATION

Name (Print): Rikki Harris

Signature:

Date: 8/15/2025