

Grant contract between the Metropolitan Government of Nashville and Davidson County and Raphah Institute, Contract # _____

**GRANT CONTRACT
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
RAPHAH INSTITUTE**

This Grant Contract issued and entered into pursuant to Resolution RS2023_____, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Raphah Institute ("Recipient"), is for the provision of Napier and Sudekum Community Safety programs, as further defined in the "SCOPE OF PROGRAM". Additional documents including Recipient's audit are incorporated herein by reference as attachments A-F.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the grant funds as follows:

The Recipient will assist the Metro Nashville Mayor's Office in implementing a program focusing on programs that engage and support youth and provide peer support and therapy.

The Recipient will hire and equip staff to support the Napier and Sudekum communities with Restorative Justice and Case Management work. The Recipient shall hire a team of two (2) Restorative Justice (RJ) Facilitators and one (1) Caseworker.

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachments A and B. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient 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. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

A.4. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. GRANT CONTRACT TERM:

B.1. **Grant Contract Term.** The term of this Grant will commence on August 16, 2023, and end on December 31, 2023. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed fifty-nine thousand four-hundred forty-two dollars (\$59,442). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

- C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

Recipient may invoice for \$10,000 upon approval of the Grant Contract.

Recipient may invoice monthly for up to \$12,360.50.

Receipts must be made available for all claimed expenses.

Recipient must send all invoices to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.**

Final invoices for the contract period should be received by Metro Payment Services by January 15, 2024. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

- C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Mayor's Office of Community Safety, within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.

- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.

- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.

- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the

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Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

C.9 **Grant Subject to Availability of Funds.** This Grant Contract is subject to the availability of funds. In the event that funds are unavailable, Metro reserves the right to terminate this Grant Contract upon provision of written notice to Recipient. Metro's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by Metro. Upon provision of written notice to Recipient, Recipient shall cease all work associated with this Grant Contract. Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

D. **STANDARD TERMS AND CONDITIONS:**

D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.

D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. **Termination for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees or principals have engaged in conduct or violated any federal, state or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three

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(3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received Mayor's Office of Community Safety, by no later than February 17, 2024, and a Final Program Report, to be received by Mayor's Office of Community Safety, within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- 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 is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D. 14. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

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

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

- D.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 Grant Contract arising from a Force Majeure Event is not a breach under this Grant 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. Recipient 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 Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under 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 will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.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 will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

- D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for

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the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as 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:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

For enquiries regarding invoices:
Mayor's Office of Community Safety
1 Public Square,
Nashville, TN 37201
(615) 492-1932

Recipient

Travis Claybrooks, CEO
Raphah Institute
615 Main St Suite B23
Nashville, TN 37206
(615) 601-1709

D.24. **Lobbying.** The Recipient certifies, to the best of its knowledge and belief, that:

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

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

D.25. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.25(a)(ii) and D.25(a)(iii) of this certification.
- b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

D.26. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

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**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY:**


RECIPIENT: RAPHAH INSTITUTE

By: 

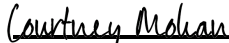
APPROVED AS TO AVAILABILITY OF
FUNDS:

Title: Travis Claybrooks, CEO

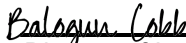
Date: 8/3/23


Director of Finance

APPROVED AS TO FORM AND
LEGALITY:


Metropolitan Attorney

APPROVED AS TO RISK AND
INSURANCE:


Director of Insurance

FILED IN THE OFFICE OF THE CLERK:

Metropolitan Clerk

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TABLE OF CONTENTS OF ATTACHMENTS

- A. Grant Spending Plan
- B. Spending Plan Addendum
- C. Internal Revenue Service 501(c)(3) Tax-Exempt Organization Documentation
- D. Tennessee Secretary of State Nonprofit Confirmation
- E. Annual audit conducted by an independent CPA in accordance with generally accepted auditing standards
- F. Non-profit Grants Manual Receipt Acknowledgment

Grant Spending Plan

RECIPIENT NAME:	Raphah Institute
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THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: August 16, 2023 – December 31, 2023				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$42,540		\$42,540
	Benefits and Taxes (%)	\$10,329		\$10,329
	Professional Fees	\$0		\$0
	Supplies	\$0		\$0
	Communications	\$0		\$0
	Postage and Shipping	\$0		\$0
	Occupancy	\$0		\$0
	Equipment Rental and Maintenance	\$0		\$0
	Printing and Publications	\$0		\$0
	Travel/ Conferences and Meetings	\$0		\$0
	Insurance	\$0		\$0
	Specific Assistance to Individuals	\$0		\$0
	Other Non-Personnel	\$6,573		\$6,573
	GRAND TOTAL	\$59,442		\$59,442

Spending Plan Addendum

Raphah Institute provided a spending plan that covers one-quarter of their yearly expenses:

Salaries and Wages - \$42,540

Payment of a portion of the base pay set by Raphah Institute for two (2) Restorative Justice Facilitators and (1) Caseworker

Benefits and Taxes - \$10,329

Staff taxes, benefits as set and provided by Raphah Institute, and payroll expenses

Other Non-Personnel - \$6,573

Indirect costs including costs for administrative support, accounting, data and research

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.

-2-

RAPHAH INSTITUTE

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



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

Filing Information

Name: Raphah Institute

General Information

SOS Control #	000898209	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	04/10/2017
	04/10/2017 8:52 AM	Fiscal Year Close	6
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address
TRAVIS CLAYBROOKS
TRAVIS CLAYBROOKS
615 MAIN ST
NASHVILLE, TN 37206-3603

Principal Address
BAILEY WIBERG
615 MAIN ST
NASHVILLE, TN 37206-3603

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

Date Filed	Filing Description	Image #
09/13/2022	Amended and Restated Formation Documents	B1184-9166
07/05/2022	2022 Annual Report	B1244-1848
	Principal Address 3 Changed From: TRAVIS CLAYBROOKS To: BAILEY WIBERG	
07/21/2021	2021 Annual Report	B1071-0538
10/12/2020	2020 Annual Report	B0937-4105
	Registered Agent Physical Address 1 Changed From: 3280 WOODPOINT DR To: 615 MAIN ST	
	Registered Agent Physical Address 3 Changed From: No Value To: TRAVIS CLAYBROOKS	
	Registered Agent Physical Postal Code Changed From: 37207-2728 To: 37206-3603	
10/03/2019	2019 Annual Report	B0765-2734
10/21/2018	2018 Annual Report	B0610-2695
	Principal Address 1 Changed From: 3280 WOODPOINT DR To: 615 MAIN ST	
	Principal Address 2 Changed From: No value To: STE B12	
	Principal Address 3 Changed From: No value To: TRAVIS CLAYBROOKS	
	Principal Postal Code Changed From: 37207-2728 To: 37206-3603	
09/28/2017	2017 Annual Report	B0443-9192
	Religious Corporation Changed From: Religious To: No Value	

Filing Information

Name: Raphah Institute

04/10/2017 Initial Filing

B0380-1857

Active Assumed Names (if any)

Date

Expires

Raphah Institute

Financial Statements
For the Years Ended June 30, 2022 and 2021

Raphah Institute
Financial Statements
For the Years Ended June 30, 2022 and 2021

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Statements of Activities	4
Statements of Functional Expenses	6
Statements of Cash Flows	8
Notes to Financial Statements	9 - 12



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, 2022 and 2021, 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, 2022 and 2021, 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.

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
February 21, 2023

Raphah Institute
Statements of Financial Position
June 30, 2022 and 2021

	2022	2021
Assets		
Current assets		
Cash	\$ 674,982	\$ 268,759
Grants receivable	11,668	127,578
Promises to give	50,000	-
Prepaid expenses	16,099	19,029
Total current assets	<u>752,749</u>	<u>415,366</u>
Fixed assets, net	9,016	7,970
Promises to give, net of current	50,000	-
Other assets	18,313	8,855
Total assets	\$ 830,078	\$ 432,191
Liabilities and Net Assets		
Current liabilities		
Accounts payable and accrued expenses	\$ 8,691	\$ 5,610
Refundable advance	406,947	-
Total current liabilities	<u>415,638</u>	<u>5,610</u>
Net assets		
Without donor restrictions	322,766	273,830
With donor restrictions	91,674	152,751
Total net assets	<u>414,440</u>	<u>426,581</u>
Total liabilities and net assets	\$ 830,078	\$ 432,191

Raphah Institute
Statement of Activities
For the Year Ended June 30, 2022

	Without donor restrictions	With donor restrictions	Total
Revenues			
Government grants	\$ 451,701	\$ -	\$ 451,701
Foundation grants	237,025	72,500	309,525
Other grants	208,621	1,250	209,871
Contributions	248,266	-	248,266
Other income	4,176	-	4,176
Net assets released from restrictions	<u>134,827</u>	<u>(134,827)</u>	<u>-</u>
Total revenues	1,284,616	(61,077)	1,223,539
Expenses			
Program services	949,933	-	949,933
Management and general	237,010	-	237,010
Fundraising	<u>48,737</u>	<u>-</u>	<u>48,737</u>
Total expenses	1,235,680	-	1,235,680
Change in net assets	48,936	(61,077)	(12,141)
Net assets, beginning of year	<u>273,830</u>	<u>152,751</u>	<u>426,581</u>
Net assets, end of year	\$ 322,766	\$ 91,674	\$ 414,440

Raphah Institute
Statement of Activities
For the Year Ended June 30, 2021

	Without donor restrictions	With donor restrictions	Total
Revenues			
Grants	\$ 995,362	\$ 72,308	\$ 1,067,670
Contributions	27,282	-	27,282
Forgiveness of PPP loan	13,200	-	13,200
Net assets released from restrictions	<u>50,289</u>	<u>(50,289)</u>	<u>-</u>
Total revenues	1,086,133	22,019	1,108,152
Expenses			
Program services	767,241	-	767,241
Management and general	80,944	-	80,944
Fundraising	<u>75,977</u>	<u>-</u>	<u>75,977</u>
Total expenses	924,162	-	924,162
Change in net assets	161,971	22,019	183,990
Net assets, beginning of year	<u>111,859</u>	<u>130,732</u>	<u>242,591</u>
Net assets, end of year	\$ 273,830	\$ 152,751	\$ 426,581

Raphah Institute
Statement of Functional Expenses
For the Year Ended June 30, 2022

	Program services	Management and general	Fundraising	Total
Depreciation and amortization	\$ 8,707	\$ 432	\$ 113	\$ 9,252
Insurance	25,869	2,253	589	28,711
Marketing and promotional	-	58,932	-	58,932
Miscellaneous	529	1,762	1,961	4,252
Missions and outreach	761	-	-	761
Office expenses	20,878	1,818	475	23,171
Payroll and related expenses	825,009	71,835	18,771	915,615
Professional development	-	59,207	-	59,207
Professional services	9,024	35,529	25,482	70,035
Rent	48,566	4,229	1,105	53,900
Supplies	2,502	218	57	2,777
Taxes and fees	-	91	-	91
Travel, meals, and entertainment	8,088	704	184	8,976
	<u>\$ 949,933</u>	<u>\$ 237,010</u>	<u>\$ 48,737</u>	<u>\$ 1,235,680</u>

Raphah Institute
Statement of Functional Expenses
For the Year Ended June 30, 2021

	Program services	Management and general	Fundraising	Total
Depreciation and amortization	\$ 3,096	\$ 100	\$ 133	\$ 3,329
Insurance	18,858	608	811	20,277
Marketing and promotional	-	8,771	-	8,771
Miscellaneous	118	75	1,612	1,805
Missions and outreach	6,439	-	-	6,439
Office expenses	30,145	972	1,297	32,414
Payroll and related expenses	650,088	23,769	25,030	698,887
Professional development	-	31,405	-	31,405
Professional services	9,727	13,600	44,996	68,323
Rent	44,639	1,440	1,920	47,999
Taxes and fees	-	71	-	71
Travel, meals, and entertainment	4,131	133	178	4,442
	<u>\$ 767,241</u>	<u>\$ 80,944</u>	<u>\$ 75,977</u>	<u>\$ 924,162</u>

Raphah Institute
Statements of Cash Flows
For the Years Ended June 30, 2022 and 2021

	2022	2021
Cash, beginning of year	\$ 268,759	\$ 224,472
Cash flows from operating activities		
Change in net assets	(12,141)	183,990
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	9,252	3,329
Forgiveness of PPP loan	-	(13,200)
Change in:		
Grants receivable	115,910	(100,788)
Pledge receivable	(100,000)	-
Prepaid expenses	2,930	(510)
Other assets	(710)	(2,200)
Accounts payable and accrued expenses	3,081	3,631
Deferred revenues	-	(25,000)
Net cash provided (used) by operating activities	<u>18,322</u>	<u>49,252</u>
Cash flows from investing activities		
Purchases of fixed assets	(4,046)	(4,965)
Website development costs	(15,000)	-
Net cash provided (used) by investing activities	<u>(19,046)</u>	<u>(4,965)</u>
Net change in cash	<u>(724)</u>	<u>44,287</u>
Cash, end of year	\$ 268,035	\$ 268,759

Raphah Institute
Notes to Financial Statements
For the Years Ended June 30, 2022 and 2021

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

Raphah Institute
Notes to Financial Statements
For the Years Ended June 30, 2022 and 2021

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, 2022 and 2021 was \$6,252 and \$2,503, respectively.

PPP Loan

On January 30, 2020, the World Health Organization declared the COVID-19 outbreak a "Public Health Emergency of International Concern" and on March 11, 2020, declared it to be a pandemic. The Organization received a loan in accordance with the Paycheck Protection Program (PPP) section of the Coronavirus Aid, Relief, and Economic Security Act (the CARES Act). US GAAP provides organizations with two alternatives for reporting the loan and any future forgiveness: 1) proceeds can be treated as debt and future forgiveness recognized as income when the loan or any portion thereof is formally discharged; or 2) proceeds can be treated as a conditional contribution where they recognize a refundable advance and derecognize the liability, and recognize income, as the conditions for forgiveness are substantially met or explicitly waived. The organization treated it as a conditional contribution.

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.

The value of donated goods and services meeting the criteria for recognition are recorded as in-kind contributions, with the corresponding expenses recorded, when the fair values of the goods and services are available. The Organization received a donation of furniture and fixtures in the amount of \$525 for the year ended June 30, 2021.

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 \$312,546 exceeding the federally insured limit at June 30, 2022.

Concentrations of credit risk with respect to revenues are limited to a few number of donors. For the years ended June 30, 2022 and 2021, 33% was received from one grant and 76% of revenues were received from two grants, respectively. For the years ended June 30, 2022 and 2021, 90% of account receivable is from one donor 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.

Raphah Institute
Notes to Financial Statements
For the Years Ended June 30, 2022 and 2021

Note 2. Summary of Significant Accounting Policies

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.

Note 3. Availability and Liquidity

The following represents the Organization's financial assets at June 30:

	2022	2021
Financial assets		
Cash	\$ 674,982	\$ 268,759
Grants and pledge receivables	<u>111,668</u>	<u>127,578</u>
Total financial assets at year-end	786,650	396,337
Less amounts not available to be used within one year		
Net assets with donor restrictions	(91,674)	(152,751)
Promises to give, noncurrent	<u>(50,000)</u>	<u>-</u>
Total	<u>(141,674)</u>	<u>(152,751)</u>
Financial assets available to meet cash needs for general expenditures within one year	\$ 644,976	\$ 234,586

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. Fixed Assets

Fixed assets consist of the following as of June 30:

	2022	2021
Computers	\$ 11,310	\$ 7,263
Furniture and fixtures	525	525
Office equipment	2,058	2,058
Less: accumulated depreciation	<u>(4,877)</u>	<u>(1,876)</u>
Fixed assets, net	\$ 9,016	\$ 7,970

Raphah Institute
Notes to Financial Statements
For the Years Ended June 30, 2022 and 2021

Note 5. Promises to Give

Promises to give at June 30, are expected to be collected as follows:

	2022	2021
Amounts due in:		
Less than one year	\$ 50,000	\$ -
One to five years	50,000	-
Less: current portion	<u>(50,000)</u>	<u>-</u>
Promises to give, net of current	\$ 50,000	\$ -

Note 6. PPP Loan

On May 5, 2020, the Organization received a loan in the amount of \$13,200 in accordance with the PPP section of the CARES Act. On July 18, 2021, the Organization received full forgiveness of the PPP loan and recognized the entire amount as other income in the statement of activities.

Note 7. Lease Commitment

For the year ended June 30, 2022, the Organization had a lease for its office space with various rent terms through the year. Monthly rent payments were \$4,560 at June 30, 2022.

Total rent expense for the year ended June 30, 2022 and 2021 was \$53,900 and \$47,999, respectively. Future minimum lease payments are \$45,600 for the year ended June 30, 2023.

Note 8. Net Assets with Donor Restrictions

As of June 30, 2022 and 2021, net assets with donor restrictions in the amount of \$91,674 and \$152,751, respectively, were restricted to use for certain expenses related to specific restorative justice projects.

Note 9. Subsequent Events

Management has evaluated subsequent events through February 21, 2023, the date on which the financial statements were available for issuance.



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 Raphah Institute

July 27, 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:

www.nashville.gov/departments/finance/grants-and-accountability/grants

- 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.*

A handwritten signature in black ink, appearing to read "T. Claybrooks", written over a horizontal line.

Signature of Authorized Representative

Name: Travis Claybrooks

Title: CEO

Agency Name: Raphah Institute

Date: 7/27/2023

Certificate Of Completion

Envelope Id: 36899A68D09640F2AD45DAF88A492BF9	Status: Completed
Subject: DocuSign: Raphah Institute contract legislative packet (N0554726xD719A) for Council Mtg. 08/15/23	
Source Envelope:	
Document Pages: 32	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vaughn Wislon
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Vaughn.wilson@nashville.gov
	IP Address: 170.190.198.190

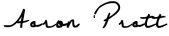
Record Tracking

Status: Original	Holder: Vaughn Wislon	Location: DocuSign
8/3/2023 1:48:21 PM	Vaughn.wilson@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Kenneth Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/3/2023 1:52:30 PM Viewed: 8/3/2023 1:53:51 PM Signed: 8/3/2023 1:54:22 PM
	Signature Adoption: Pre-selected Style Using IP Address: 134.215.21.143 Signed using mobile	


Electronic Record and Signature Disclosure:
Accepted: 8/3/2023 1:53:51 PM
ID: f480259d-5caa-4431-9ce6-713852e0af59

Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/3/2023 1:54:23 PM Viewed: 8/3/2023 2:02:23 PM Signed: 8/3/2023 2:02:40 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery kelly.Flannery@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/3/2023 2:02:43 PM Viewed: 8/3/2023 2:03:27 PM Signed: 8/3/2023 2:03:39 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 8/3/2023 2:03:27 PM
ID: 64eb3e4c-71a4-470f-959f-ecde1a47daca

Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 8/3/2023 2:03:42 PM Viewed: 8/3/2023 2:04:35 PM Signed: 8/3/2023 2:04:41 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 8/3/2023 2:04:35 PM
ID: 2005be04-65b2-4ef6-a402-3dad368798f6

Courtney Mohan
courtney.mohan@nashville.gov
Security Level: Email, Account Authentication (None)

Courtney Mohan

Sent: 8/3/2023 2:04:43 PM
Viewed: 8/3/2023 2:12:54 PM
Signed: 8/3/2023 2:19:30 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karina Valdez
karina.valdez@nashville.gov
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Electronic Record and Signature Disclosure:

Accepted: 8/12/2022 8:07:55 AM
ID: ec3de7a9-934b-431e-a2e7-878bc56f8182

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

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Accepted: 8/3/2023 8:05:01 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/3/2023 2:19:30 PM
Completed	Security Checked	8/3/2023 2:19:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure