

SUBSTITUTE RESOLUTION NO. RS2025-1601

A resolution appropriating a total of \$211,866 from the Metropolitan Government, acting by and through the Metropolitan Board of Health, to United Neighborhood Health Services, Inc., dba Neighborhood Health, Inc., and approving a grant contract by and between the Metropolitan Government, acting by and through the Metropolitan Board of Health, and United Neighborhood Health Services, Inc., dba Neighborhood Health, Inc., for the provision of outpatient ~~outreach~~ services for participants in the Ryan White Part A program.

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, Metropolitan Charter Section 10.104 provides that the Board of Health has the duty to contract for such services as will further the program and policies of the Board, subject to confirmation by Resolution of Council; and,

WHEREAS, Resolution No. RS2025-1084 approved a grant award of \$857,721 from the U.S. Department of Health and Human Services to the Metropolitan Board of Health to provide for the prevention, surveillance, diagnosis, and treatment of HIV/AIDS; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, wishes to appropriate funding and contract with United Neighborhood Health Services, Inc., dba Neighborhood Health, Inc., to provide outpatient ~~outreach~~ services for participants in the Ryan White Part A program; and,

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

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

Section 1. There is hereby appropriated Two Hundred Eleven Thousand Eight Hundred Sixty-Six Dollars (\$211,866) from the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to United Neighborhood Health Services, Inc., dba Neighborhood Health, Inc. for the purposes herein stated.

Section 2. The Metropolitan Government is hereby authorized to enter into a grant contract, attached hereto and incorporated herein, with United Neighborhood Health Services, Inc., dba Neighborhood Health, Inc. for the amount provided herein and the purposes stated. Such contract shall specify the terms and conditions under which the grant funds are to be spent.

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

INTRODUCED BY:

Kyonzté Toombs
Member of Council

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**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
NEIGHBORHOOD HEALTH, INC.**

This Grant Contract issued and entered into pursuant to Resolution RS2025-_____ by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and United Neighborhood Health Services Inc, dba Neighborhood Health, Inc., ("Recipient"), is for the provision of Ryan White Part A program services, as further defined in the "SCOPE OF PROGRAM" and detailed in this Grant Contract. Attachments A through I incorporated herein by reference.

A. SCOPE OF PROGRAM:

A.1. The Recipient will use the funds to provide the following Ryan White Part A program services:

a. Outpatient Services

- i. Increase access to comprehensive HIV services for the underserved, uninsured, and marginalized populations in the Nashville Transitional Grant Area further defined in section A.9.
 - (1) 96 HIV positive individuals will receive a complete HIV examination.
 - (2) 96 HIV positive individuals will receive a primary care evaluation, including preventative health and chronic illness evaluations.
 - (3) 96 HIV positive individuals will receive an assessment for substance misuse, including scheduling appropriate follow-up visits and referrals.
 - (4) 96 HIV positive individuals will receive an assessment for anxiety and depression, including scheduling appropriate follow-up visits, referrals, and support with adherence to care.
- ii. Address the needs of HIV-positive individuals for comprehensive case management services and address the social determinants of health.
 - (1) 96 HIV-positive individuals will be enrolled for Ryan White coverage and other health insurance and prescriptions assistance programs.
 - (2) 96 HIV-positive individuals will receive a comprehensive assessment for social and support needs.
- iii. Improve health outcomes for those who are HIV positive and reduce HIV transmission.
 - (1) 90% of clients will be retained in care with one visit every three months.
 - (2) 80% of clients retained in care will achieve viral suppression.

A.2. The Recipient shall ensure that eligible program participants are referred, encouraged and assisted in enrolling in other private and public benefits programs, including but not limited to, Housing Opportunities for Persons with AIDS, Section 8 Housing, Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Women Infant & Children and other non-profit service programs.

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- A.3. The Recipient shall ensure that eligible program participants are referred, encouraged and assisted in enrolling in other private and public health coverage programs, including but not limited to, Medicaid, Medicare, State Children's Health Insurance Programs, and Private Insurance.
- A.4. The Recipient shall ensure billing and collection from private and public health coverage programs, including but not limited to, Medicaid, Medicare, State Children's Health Insurance Programs, and Private Insurance, so that the Ryan White Program remains the payer of last resort.
- A.5. The Recipient shall utilize Program Income as required by section 28 of the Ryan White Part A Notice of Award for grant #H89HA11433-17 (RS2025-1084) and all applicable modifications and further explained in provision 45 CFR § 75.307(e)(2).
- A.6. The Recipient shall utilize the CAREWare information system for program reporting purposes and meet the standards and specifications in 45 CFR § 170, subpart B.
- A.7. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as **Attachment A**. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request.
- A.8. The Recipient must comply with all quarterly reporting requirements. The Recipient must submit quarterly reports that contain the following:
- Implementation Plans
 - Provider Data Import Report
 - Other data as requested.
- A.9. The Recipient will only utilize these grant funds for services the Recipient provides to documented residents of Cannon, Cheatham, Davidson, Dickson, Hickman, Macon, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson and Wilson Counties. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued identification; current record from a school district showing an address; or affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located in the named counties.
- A.10. The funds received through this contract are considered federal funds subject to the Single Audit Act, the related provisions of 45 CFR § 75 Health & Human Services ("HHS") Uniform Guidance, 2 CFR § 200.1 Definitions, 2 CFR § 200.313(e) Equipment Disposition, 2 CFR § 200.314(a) Supply Disposition, 2 CFR § 200.320 Micro-Purchase Threshold, 2 CFR § 200.333 Fixed Amount Subawards Amount, 2 CFR § 200.344 Closeout Provisions, 2 CFR § 200.414(f) Indirect Cost Rate Provisions, and 2 CFR § 200.501 Audit Provisions, the Ryan White Part A Notice of Award for grant #H89HA11433-17 (RS2025-1084) and all applicable modifications, the HIV/AIDS Bureau Policy Notices and Program Letters, and the HHS Ryan White Part A Manual.

B. GRANT CONTRACT TERM:

- B.1. **Grant Contract Term.** The Grant will commence on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk and end on February 28, 2026. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

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- C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Two Hundred Eleven Thousand Eight Hundred Sixty-Six dollars (\$211,866). The Grant Spending Plan will constitute the maximum amount provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this 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

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

Recipient must send all invoices to Metro Public Health Department, healthap@nashville.gov.

Final invoices for the contract period should be received by March 31, 2026. 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 Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.
- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will

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have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant and approved by the Metropolitan Council.
- 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 - 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 Contract. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.
- D.4. Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.
- a. The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.
- b. Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.
- D.5. Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. Subcontracting.** The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved Sub-Grantee, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

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- D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.
- D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.11. **Reporting.** The Recipient must submit a Quarterly Program Report to be received by Metro Public Health Department, within thirty (30) days of the end of the quarter and a Final Program Report, to be received by Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.16. **Indemnification and Hold Harmless.**
- a. Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent Grantees, in connection with

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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 Grantees, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.

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

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

- D.17. **Force Majeure.** "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.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.
- D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. 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.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.23. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of

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rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

- D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds Five Thousand dollars (\$5,000).

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

- D.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

- D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a Sub-Grantee under a contract to the prime Grantee or higher tier Sub-Grantee or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

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

Metro

For contract-related matters:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

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Holly.Rice@nashville.gov

Nancy.Uribe@nashville.gov

Recipient
Neighborhood Health
Executive Director
2711 Foster Avenue
Nashville, TN 37210

D.28. Lobbying. The Recipient certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Recipient will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subcontractors of federally appropriated funds shall certify and disclose accordingly.

D.29. Certification Regarding Debarment and Convictions.

- a. Recipient certifies that Recipient, and its current and future principals:
 - 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.29(a)(ii) and D.29(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.29(a).

D.30. Effective Date. This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and

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has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

- D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.
- a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
 - b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
 - c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.
- D.32. **Federal Funding Accountability and Transparency Act (FFATA).** This Grant Contract requires the Recipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Recipient is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Recipient provides information to the Metro as required.

The Recipient shall comply with the following:

- a. Reporting of Total Compensation of the Recipient's Executives.
 - i. The Recipient shall report the names and total compensation of each of its five most highly compensated executives for the Recipient's preceding completed fiscal year, if in the Recipient's preceding fiscal year, it received:
 - (1) Eighty percent (80%) or more of the Recipient's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) Twenty-Five Million Dollars (\$25,000,000) or more in annual gross revenues from federal procurement contracts (and subcontracts), federal financial assistance subject to the Transparency Act (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

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- ii. Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - (1) Salary and bonus.
 - (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (5) Above-market earnings on deferred compensation which is not tax qualified.
 - (6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds Ten Thousand dollars (\$10,000).
- b. The Recipient must report executive total compensation described above to Metro by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Recipient must submit an executive total compensation report to the Metro by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Recipient will obtain a Unique Entity Identifier and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.sam.gov>.

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

- D.33. **Assistance Listing Number.** When applicable, the Recipient shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers:

- a. 93.914 HIV Emergency Relief Project Grants.

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Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

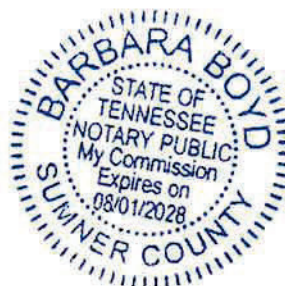
Recipient: NEIGHBORHOOD HEALTH, Inc.

By: [Signature]

Title: CFO

Sworn to and subscribed to before me, a Notary Public this 14th day of October, 2025, by Ivan Figueredo, the CFO of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: [Signature]
My Commission Expires: 8/1/2028



Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract # _____

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:

0872295CD81A4B1...
Director, Metro Public Health Department

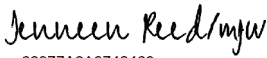
10/14/2025
Date


Signed by:


BEBF0BBF14D14B0...
Chair, Board of Health

10/14/2025
Date

APPROVED AS TO AVAILABILITY OF FUNDS:


Signed by:

62377A2A8742469...
Director, Department of Finance

Initial


DS



10/15/2025
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:

68804BF12FD741C...
Director of Risk Management Services

10/15/2025
Date

APPROVED AS TO FORM AND LEGALITY:

Signed by:

66F60922930844F...
Metropolitan Attorney

10/17/2025
Date

FILED:

Metropolitan Clerk

Date

Grant contract between the Metropolitan Government of Nashville and Davidson County and Neighborhood Health, Inc. Contract #_____

Table of Contents of Attachments:

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

ATTACHMENT A**GRANT BUDGET****(BUDGET PAGE 1)**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.				
Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH ³	TOTAL PROJECT
1	Salaries ²	\$171,900.00	\$0.00	\$171,900.00
2	Benefits & Taxes	\$33,103.00	\$0.00	\$33,103.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$6,863.00	\$0.00	\$6,863.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost (0% of S&B)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$211,866.00	\$0.00	\$211,866.00

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

² Applicable detail follows this page if line-item is funded.

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

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES						AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus	
Kimberly Rivers, FNP	102960	x	80%	+	\$	82,368.00
Dina Ortega, MA	45385.6	x	80%	+	\$	36,308.48
Andrea Rodriguez, CSR	42536	x	80%	+	\$	34,028.80
Suzette Kelly, MD	192335.3	x	10%	+	\$	19,233.53
ROUNDED TOTAL						\$ 171,900.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
ROUNDED TOTAL	\$ -

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
ROUNDED TOTAL	\$ -

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
ROUNDED TOTAL	\$ -

BUSINESS ASSOCIATE AGREEMENT

This agreement is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("Metro" or "Covered entity") and **United Neighborhood Health Services dba Neighborhood Health** ("Business Associate").

SECTION 1 – DEFINITIONS

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **United Neighborhood Health Services dba Neighborhood Health**.
- b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Metro**, which must fall under one of the following categories:
 - (1) A health plan.
 - (2) A health care clearinghouse.
 - (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.
- c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.
- e. **Employer.** "Employer" is defined as it is in 26 U.S.C. § 3401(d).
- f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.
- g. **HITECH Standards.** "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.

- h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- k. **Protected Health Information.** "Protected Health Information" or "PHI":
 - (1) Shall have the same meaning as set forth in 45 CFR § 160.103.
 - (2) Includes, as set forth in 45 CFR § 160.103, any information, *now also including genetic information*, whether oral or recorded in any form or medium, that:
 - (i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - (ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- n. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.
- o. **Subcontractor.** "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

- p. **Transaction.** “Transaction” shall have the same meaning as set forth in 45 CFR § 160.103.
- q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), implementing regulations at 45 Code of Federal regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. **Permitted Uses of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or such disclosure is authorized by Metro.
- b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that any subcontractor(s) will appropriately safeguard PHI.
- c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.

- (i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:
 - (1) The date of the Breach;
 - (2) The date of the discovery of the Breach;
 - (3) A description of the types of PHI that were involved;
 - (4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed; and
 - (5) Any other details necessary to complete an assessment of the risk of harm to the Individual.
- (ii) Business Associate shall cooperate with Metro in investigating the breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.
- (iii) Business Associate agrees to pay actual costs for notification after a determination that the Breach is significant enough to warrant such measures.
- (iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.
- (v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.

- e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. **Access.** Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.
- g. **Amendments.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.
- h. **Disclosure of Practices, Books, and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.
- i. **Accounting.** Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.
- j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.

- k. **Minimum Necessary.** Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
- l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.
- m. **Compliance with Electronic Transactions and Code Set Standards:** If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Metro that:
 - (i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
 - (ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;
 - (iii) Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s); or
 - (iv) Changes the meaning or intent of the Standard’s Implementations Specification(s).
- n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

SECTION 3 - OBLIGATIONS OF METRO

- a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate’s use or disclosure of Protected Health Information.

- b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

SECTION 4 – TERM, TERMINATION AND RETURN OF PHI

- a. **Term.** The Term of this Agreement shall be effective when file in the office of the Metropolitan Clerk and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. The maximum length of the effective term of the contract is sixty (60) months from the effective date.
- b. **Termination for Cause.** Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within fourteen (14) days. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.
- c. **Obligations on Termination.**
 - (i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

Section 5 – Miscellaneous

- a. **Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- c. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.
- e. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that Business Associate may provide.
- f. **Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.



Project Narrative

for the Ryan White HIV/AIDS Program (RWHAP) Part A and Minority AIDS Initiative (MAI) Proposal from Neighborhood Health

Proposer/Applicant

- **Legal Name:** United Neighborhood Health Services (dba “Neighborhood Health”)
- **EIN:** 62-1032792
- **Unique Entity ID (UEI, SAM):** Q9ARG35QECK5
- **DUNS:** 119848950

Specific Services

Neighborhood Health is applying for the following specific Core Medical Services:

1. Medical case management, including treatment adherence services;
2. Mental health services; and
3. Outpatient/ambulatory health services.

All clients in the Nashville TGA are able to access our service locations within one hour, and Neighborhood Health has a documented history greater than one year of providing these direct services.

Overview

Neighborhood Health is a nonprofit federally qualified health center (also known as a “community health center” and “homeless health center”) applying for a Ryan White HIV/AIDS Program (RWHAP) Part A and Minority AIDS Initiative (MAI) grant pursuant to RFP Number RW-2024-01. This Project Narrative provides a comprehensive framework and description of all aspects of Neighborhood Health’s proposed project. This narrative demonstrates compliance with program requirements and addresses all the specific elements required.

Our responses below are divided into chapters with subsections responding to each specific question or requested element:

- A. Organization and Team Qualifications
- B. Reference Projects: Service History & References (maximum 5 pages)
- C. Project Approach and Process
- D. Budget
- Additional Attachments

A. Organization and Team Qualifications

I. Organization Background

RFP Request:

1. Describe in detail the background of your agency. Include the purpose of your organization, years of experience in providing services to People Living With HIV/AIDS (PLWHAs) and the years of providing these services (note if any HIV specific services are provided and/or if you currently collaborate with an HIV agency) and number of unduplicated persons served last year.

Neighborhood Health is a nonprofit network of 12 neighborhood health centers in Nashville, Lebanon, and Gallatin. As a nonprofit federally qualified health center, we provide patients with a healthcare home without regard to their ability to pay or their insurance status.

We have proudly served the people of Middle Tennessee for almost 50 years. In 2024 alone, we provided medical, prenatal, dental, and behavioral health care to 31,481 unduplicated patients. Over 75% of our patients are racial and ethnic minorities. Because of the trust we have earned with patients, Neighborhood Health has become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents.

We do serve many patients who have insurance. This helps us serve other patients who do not have coverage. Also, we apply our income-based sliding fee scale to all patients, even those with high deductible health plans. Consistent with our mission, we ensure their deductibles are not barriers to care they need.

Neighborhood Health may be one of the most diverse medical practices in the region. Two of our clinics primarily serve persons experiencing homelessness, two clinics have a focus on families of immigrant origin, two of our clinics are in public housing communities, and two clinics serve rural communities. Access is a core concern: Almost all our locations are located near public bus lines, and we offer both evening and Saturday hours – and we now provide integrated telehealth services and mail order pharmacy. As part of our primary care services, we have provided HIV testing for decades and HIV medicine since at least 2016. Our HIV medicine and clinical offerings include outpatient medical, dental, and behavioral health care as well as medical case management.

Neighborhood Health's capacity is illustrated by unique organizational factors and experience. These include:

- **Large, Integrated Health Care Team:** Neighborhood Health has the following clinical staff:

- Seven physicians
- 27 nurse practitioners, including both FNP's and WHNP's, and one physician assistant
- One physician supervisor for all mid-level medical providers
- Five behavioral health consultants (LPCs, LCSWs, and LMSWs)
- Two psychiatric nurse practitioners
- Two pharmacists
- Four dentists
- Two dental hygienists

“Neighborhood Health has become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents.”

Our clinical leadership team includes a Director of Oral Health Services and a Director of Integrated Behavioral Health to complement the Chief Clinical Officer.

- **Quality Focus and Accreditation:** Neighborhood Health has been accredited by the Joint Commission since 2000 and has been certified as a Primary Care Medical Home since 2014. We were also the first multi-site group medical practice to achieve NCQA recognition as a Patient-Centered Medical Home for all our locations in 2019. We are also an FTCA-deemed organization, which allows us to access malpractice coverage at no cost through that federal program. In addition, our clinics have had long-standing approval as National Health Services Corps (NHSC) locations.



As a federally qualified health center, we undergo an extensive federal Operational Site Visit (OSV) every three years. Following the successful completion of our OSV in 2023, we were among the minority of health centers with no resulting conditions on our federal funding.

- **Extensive Experience with Special Populations:** We serve a number of special populations. Two of our clinics primarily serve persons experiencing homelessness, two clinics have a focus on families of immigrant origin, two of our clinics are in public housing communities, and two clinics serve rural communities. Access is a core concern: Almost all our locations are located near public bus

lines, and we offer both evening and Saturday hours – and we now provide integrated telehealth services and mail order pharmacy.

We also offer several specialized programs to serve our patients. As part of our comprehensive primary medical care and dental program, we provide:

- HIV treatment program;
- HIV PrEP, gender affirming care/hormonal therapy, and LGBTQ health services;
- Intensive outpatient program for patients with co-occurring disorders who are also experiencing homelessness;
- Medication assisted treatment (MAT) program for patients with opioid use disorder;
- Street Medicine program providing care to patients in encampments;
- Prenatal, postpartum, and pediatric services and supports; and
- Family planning, including free long-acting reversible contraceptives

“Neighborhood Health may have the only Spanish-speaking HIV medicine providers in our region who serve uninsured patients.”

These are just some examples of our work to ensure high quality care is accessible to everyone, regardless of race, ethnicity, immigration status, gender identity, insurance status, or income.

Our HIV medicine program reflects our focus on the underserved and special needs populations. One of our HIV medicine physicians primarily serves persons experiencing homelessness, another of our HIV medicine physicians works at our public housing clinic in the Napier/Sudekum community, and two of our HIV medicine providers speak Spanish. To our knowledge, these are the only two Spanish-speaking HIV medicine providers serving uninsured patients in our region. Similarly, our HIV physician who treats persons with HIV who are experiencing homelessness is the only HIV medical provider in the region whose practice consists almost exclusively of homeless patients.

- **Supportive Network of Community Partners:** We do this work in close collaboration with other community-based organizations. We seek to complement their strengths by being a reliable, accessible provider for all medical and dental providers. Some of our most important partners related to special or harder-to-reach populations include:
 - **HIV and AIDS Service Organizations:** Nashville CARES, Street Works, Vanderbilt’s Comprehensive Care Center, and others.

- **Public Housing:** Metropolitan Housing and Development Agency (MDHA), Council of Presidents of Resident Associations (for public housing residents), and Church of the Messiah.
- **Homelessness Service Providers:** Nashville Rescue Mission, Room in the Inn, Open Table Nashville, Park Center, Mental Health Cooperative, Metro's Office of Homeless Services, and others.
- **Service Providers for Foreign-Born Residents:** Conexión Americas, Tennessee Immigrant and Refugee Rights Coalition (TIRRC), TN Justice for our Neighbors (TNJFON), American Muslim Advisory Council (AMAC), Hispanic Family Foundation, the Tennessee Office for Refugees/Catholic Charities, and others.

RFP Request:

2. Describe in detail the current HIV counseling and testing capacity of your organization, and any existing collaborative arrangements with other organizations within your service area that provide HIV counseling and testing services.

Over a decade ago, Neighborhood Health adopted proactive HIV screening across all our clinic locations as part of one of our largest ever preventive care programs. We structure this as an *opt-out* program, which means *all patients* seen by our provider staff receive an HIV Ora-Quick saliva test, unless the patient specifically declines it. If a positive reading is indicated, we re-administer the Ora-Quick or draw a blood sample for a serology test. Our medical assistants, medical providers, and other staff are also appropriately trained to provide the associated counseling and patient education. All such testing is free to patients, and our process has substantially increased the number and rate of HIV screenings among the patients we serve. This has also helped us to identify cases (e.g., among dental patients) that may otherwise have remained undiagnosed and untreated for years.

Of course, Neighborhood Health does not operate in a silo. We have renewed our long-standing partnership and Memorandum of Understanding with Nashville CARES, and we collaborate closely with our friends at Street Works. (See Appendix A: Letters of Support in our "Required Submissions" attachment.) Both of these organizations conduct community-based testing and provide complementary services. We also work closely with the Comprehensive Care Center at Vanderbilt, particularly with patients who may have hepatitis B or C co-infection with HIV.

RFP Request:

3. Describe in detail how the proposed project fits with your agency's mission and capabilities?

Before delving specifically into Neighborhood Health's HIV medicine program, we would like to provide some context about our work and the role we play in responding to infectious disease. Neighborhood Health focuses heavily on the "community health" part of being a true community health center. As Nashville and Middle Tennessee experienced several ongoing and overlapping outbreaks of infectious diseases in recent years, Neighborhood Health has played a critical role in each response. By way of examples:

- *Hepatitis A:* In May 2018, Metro Public Health contacted us about an outbreak of hepatitis A among persons experiencing homelessness, persons who use injection drugs, and men who have sex with men. They asked for our assistance, and we quickly developed and implemented a vaccination program across our clinic locations. As part of that response, we also worked closely with the Tennessee Department of Health to implement the first working bilateral interface with the state's immunization registry so all vaccination information could be exchanged in real-time without manual lookups.
- *Hepatitis C:* As we worked to expand access to free hepatitis C screening, we initiated a pilot program through which we started treating hepatitis C mono-infection (rather than referring them to external specialists) in July 2018. Based on our evaluations of the results of our pilot program, we worked with the infectious disease physicians at the Vanderbilt School of Medicine to scale this treatment program across our organization in January 2019. We continue to treat hepatitis C and are working on a new initiative to expand access to treatment across Tennessee.
- *HIV Prevention:* Complementing our long-standing work with HIV testing, we championed HIV pre-exposure prophylaxis across our clinics starting in 2017. We have also worked to expand access to HIV PrEP across our region. In close partnership with Gilead, we initiated and convened multiple provider trainings to include any nurse practitioner, physician assistant, or physician at any nonprofit clinic in Middle Tennessee. We continue to operate an HIV PrEP Navigator program and provide HIV PrEP and all other sexual health services across our primary care practice locations.
- *COVID:* Not surprisingly Neighborhood Health became an early leader in the response to the COVID pandemic. Working closely with both the Metro Public Health Department and the Tennessee Department of Health, we made COVID testing available at our locations – and we brought COVID testing into communities and homeless encampments to ensure everyone had access. We



Vaccination event at Neighborhood Health targeting underserved residents.

advocated strongly for the expansion of COVID vaccination sites. We received our first doses of the Moderna COVID vaccine on January 26, 2021, and we vaccinated our very first patient, a 79-year-old man experiencing homelessness, the very next day. Working closely with Metro Public Health, we co-championed the “Memorial Day Miracle” in which we successfully ensured 100% of persons experiencing homelessness in Nashville were able to get a COVID vaccination by Memorial Day 2021. Since that time, we have administered thousands upon thousands of COVID vaccinations. Responding with newly available supplies from the federal government, Neighborhood Health also worked closely with immigrant serving organizations, public housing communities, shelters, and other community organizations to distribute masks and at-home rapid COVID test kits, etc. to keep people safe.



This helps to illustrate that our work with infectious disease is a fully “baked in” part of our mission and our operations.

With respect to HIV medicine specifically, Neighborhood Health has been treating HIV mono-infection since 2017. We initially launched our HIV treatment efforts in our clinic serving the Cayce public housing community. In 2017, we expanded our efforts by opening a new clinic location in partnership with Nashville CARES and Street Works in an industrial/office park in South Nashville. The HIV medicine and clinical offerings at Neighborhood Health included outpatient medical, dental, and behavioral health care as well as medical case management.

“Neighborhood Health has been providing HIV medicine services and clinical care for persons with HIV/AIDS since 2017.”

While the partnership with these organizations had many benefits, this Nashville CARES location was inaccessible to patients who needed to rely on public transit. Thus, the ethnic/racial composition and age distribution of the patients served at that location was disproportionately white, male, older, and commercially insured.

At the beginning of the COVID pandemic we made the decision to move HIV treatment and other services from that location to a clinic on Nolensville Road along a widely used public bus route. While we continue to receive referrals from both Nashville CARES and from Street Works, we find that patients may prefer to seek care at a more generic, less population- or disease-specific locations.

As noted above, our HIV medicine program reflects our focus on the underserved and special needs populations. One of our HIV medicine physicians primarily serves persons

experiencing homelessness, another of our HIV medicine physicians works at our public housing clinic in the Napier/Sudekum community, and two of our HIV medicine providers speak Spanish. To our knowledge, these are the only two Spanish-speaking HIV medicine providers serving uninsured patients in our region. Similarly, our HIV physician who treats persons with HIV who are experiencing homelessness is the only HIV medical provider in the region whose practice consists almost exclusively of homeless patients.

RFP Request:

4. Describe in detail how your background, mission and past experience contribute to the ability of your organization to conduct the proposed project and meet the expectations of the program requirements. In addition, Metro Health may conduct pre-award on-site visits to determine if the contractor's facilities are appropriate for the services intended.

Neighborhood Health's almost 50-year history as a community health center and almost a decade of experience with HIV medicine makes clear we can implement our proposal as promised. Our current HIV medicine and clinical offerings include outpatient medical, dental, and behavioral health care as well as medical case management. We will conduct this project in a way fully aligned with Ryan White's program goals and requirements. Additionally:

- **Background and Past Experience:** Neighborhood Health has demonstrated our ability to successfully provide HIV medicine in a primary care, non-stigmatized context. With respect to the quality of our work, our clinics are fully accredited and subject to regular reviews and periodic but unannounced site surveys by federal officials, NCQA experts, and site surveyors from The Joint Commission. We already use CAREWare and are intimately familiar with all Ryan White program requirements.
- **Mission and Focus:** As a community health center, our clinics already focus on the racial/ethnic communities and high-need populations most at risk for HIV. Because of the trust we have earned with patients, Neighborhood Health has become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents.

II. Organization Capacity

RFP Request:

1. Provide copies of the following:
 - a. Resume and job description of proposed Finance Manager
 - b. Organizational chart for your agency; chart must clearly include the program components funded by Part A/MAI.

- c. Copies of most recent State Licensure or Accreditations for relevant services.
- d. Articles of Incorporation.
- e. Documentation of 501(c) 3 designation
- f. Current State of Tennessee Charitable Solicitations Letter.
- g. System for Award Management (SAM) exclusion report

We include all of these documents in the separate “Required Submission” attachment.

RFP Request:

- 2. Describe agency’s experience in administering federal, state and/or local government funds. Include funding source(s) and number of years administering those funds. Provide information for the following:
 - a. Agency restrictions from receiving federal funds or placed on restrictive measures in the last five years (e.g., increased reporting, increased monitoring visits), please explain.
 - b. Corrective action plan(s) in the last three years from any funding source, please describe (include the name of the funder, overview of issues identified and the current status of addressing the identified issues and/or recommendations).
 - c. Audit finding(s) in the last three years. Please describe an overview of issues identified and the current status of addressing the identified issues.
 - d. If Contractor(s) is currently a Ryan White Part A provider, an administrative review will be conducted of the previous year’s spending of grant funds and will be included as part of the score. If Contractor(s) is not a current Ryan White Part A provider, Contractor(s) must provide a letter of reference from a funder to include a description of Contractor’s performance in spending allocated grant funds. This letter will be included as part of the score.
 - e. Submit copies of most recent A-122 Audit (for the last reporting year) conducted by an independent certified public accountant or 990 form, if not required by federal regulations to complete an A-122 Audit.

Neighborhood Health has extensive experience successfully managing large federal, state, and local grants from multiple program funding sources. For our fiscal year that started February 1, 2025, Neighborhood Health's annual budget includes roughly \$10,918,000 in federal grant funding. This includes \$9,818,973 for our Section 330 grants for community health centers (which we have received for more than 20 years) and three other grants each exceeding \$250,000 for family planning or health care for special populations. Of these three, we have received one for approximately 8 years while the others are relatively new. We receive an additional \$4,530,335 in state grant funding, including \$2,660,000 in grant funding from the Tennessee Department of Health safety net program (which we have received since roughly 2008) and \$493,900 as part of a "transformation grant" from the same department that is entering its third year. We also receive roughly \$694,100 in grant funding from the relatively new opioid settlement fund administered by the Tennessee Department of Mental Health and Substance Use Services, and an additional grant of \$135,600 from the same department to provide intensive outpatient services (which we have received for more than 10 years). With regard to local government grant funding, we received \$355,200 in grant funding from Metro for our Health Care for the Homeless clinic-based program (which we have received since 2008) and \$460,000 in grant funding for our Street Medicine work (which is in its second year). Prior year budgets, particularly during the COVID pandemic, were considerably more complex. The fact that we remain a low-risk auditee with clean audits for more than eight years reflects our conscientious approach to carefully managing these funds.

"Neighborhood Health manages over \$17 million in federal, state, and local grant funds each year. We are designated as a low-risk auditee and have had no audit findings in more than five years."

With respect to the specific questions in (a) to (e) above:

- (a) Neighborhood Health has not had any restrictions on receiving federal funds in the last five years.
- (b) Neighborhood has not had any corrective action plans from any funding source in the last three years.
- (c) Neighborhood has not had any findings in the audits of our annual financial statements in the last three years.
- (d) This is not applicable to Neighborhood Health.
- (e) We include our audited financials in the separate "Required Submission" attachment.

RFP Request:

3. Describe agency's current system for collecting data on client demographics, service utilization and performance data. Include all software used to collect this data, staff resources for data collection and hardware resources.

Neighborhood Health collects all patient demographics, service utilization data, and performance data via our NextGen electronic health record (EHR). We use this system for all service lines: medical, dental, behavioral health, etc. Information is securely stored off-site and backed-up regularly through the day. We have used NextGen for almost 20 years, which provides us with a rich depository of longitudinal data for each of our patients.

This data system enables us to generate health care claims that comport with the federal requirements for Medicaid and Medicare as well as commercial insurer standards. It also allows us to generate standardized reporting required by the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care for the annual Uniform Data System as a condition of our \$9.6 million in annual grants through the Section 330 funding program for federally qualified health centers. Additionally, the NextGen system enables us to produce all reporting required as a grantee of the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, the Tennessee Department of Health, and the Tennessee Department of Mental Health & Substance Abuse Services. To supplement this reporting, we use Tableau and other software solutions. The key staff involved with our data reporting include Anthony Villanueva, our Chief Information Officer; Peter Adams, our Data Analyst; and Cisco Montes, our Director of Policy, Compliance, and Innovation.

We use two additional software tools in conjunction with NextGen. The first, i2i, allows us to directly pull data out of NextGen to report on clinical measures using the universe of patients. This software is capable of taking the NextGen information and formatting it in reports that can "slice and dice" information in a variety of ways, providing the basis for very strong analysis. The second, Tableau, is a system that enables IT staff to provide visual analysis of information and trends. We use the Tableau software to trend service and visits. This system provides the clinicians visual reports on the clinical outcomes and locates each of them on a graph in terms of performance on each measure.

RFP Request:

4. Describe agency's system for managing fiscal and accounting responsibilities. Address the following:
 - a. Define who oversees this area, what staff is responsible for these activities.
 - b. Identify what software is used to manage financial information.
 - c. Describe the accounting system that is in place; and

- d. Describe the internal systems that are used to monitor grant expenditures and track, spend, and report program income generated by a federal award

With respect to managing fiscal and accounting responsibilities:

- (a) Ivan Figuero, Chief Financial Officer, has overall responsibility for these activities. Tracy Lu, Staff Accountant, and Mary Fusco, AP Specialist, also support these functions.
- (b) Neighborhood Health uses SAGE for posting and tracking of all the financial information. Fixed assets tracking and corresponding depreciation are updated monthly by using SAGE Fixed Assets software. Finally, after all entries have been posted in SL we use Management Reporter for SAGE to generate monthly financial statements.
- (c) Neighborhood Health's financial accounting and internal controls ensure accountability for all funds. To assure that the expenditures are allowable, the financial process for expenditures requires that management staff review all orders and contracts before purchases are made. This is generally the time at which the cost is reviewed for appropriateness and compliance with the terms and conditions of Federal Award and Cost Principles. Then before a bill or invoice is paid, it is reviewed by the CFO, the Manager responsible for the department that incurred the expense, and CEO. At the time of approval for payment, the expenditure is coded to an account and a subaccount linked to specific grants/contracts. At that time, the CEO and CFO, those most familiar with the federal awards and Federal Cost Principles, may again review the expenditure for appropriateness and attribute the cost to an account only if it is an allowable cost.

Property is entered on the books when acquired and depreciated by a set schedule. To the extent that property carries a Notice of Federal Interest, we file this as required, and it is retained with the property records.

Monthly reports of costs and expenditures, as well as assets, are presented to the Executive Leadership Team as well as to the Board and Finance Committee of the Board. Unusual costs or income are discussed and explained. An annual audit additionally reviews in a detailed manner how property and other assets are documented and proper records maintained. Property is entered on the books when acquired and depreciated by a set schedule. This also is audited.

- (d) All federal, state, and local grant awards are clearly identified by a distinct account number (and subaccount numbers) in the general ledger. Also, distinct awards made under broad federal programs are identified separately. Costs attributed to each award are similarly tracked in a separate account and enable separate grant cost reporting. Thus, a capital project is a specific account, a grant for health centers for substance abuse is provided a distinct number under health center

programs, etc. This allows for summary reporting of all federal awards, as well as distinct grant reporting.

Source documentation pertaining to authorizations, obligations, unobligated balances, assets, expenditures, income, and interest for the federal awards is all maintained at least for seven years. Documentation of the actual awards, as well as summary financial statements are retained longer.

RFP Request:

5. Describe agency's process for completing program reports in a timely and accurate manner. Include descriptions of how responsibility for reporting responsibilities is assigned to staff, how reports are reviewed for accuracy and who assures reports are completed on time.

Neighborhood Health already uses CAREWare and are intimately familiar with all Ryan White program requirements. We also document the provision of all services in NextGen. To the extent a report is not available in CAREWare, Neighborhood Health will rely on NextGen and Tableau to generate unduplicated client-level demographic, clinical/medical, and core and support services data. Consistent with Neighborhood Health's standard operating procedures, Cisco Montes, Director of Policy, Compliance, and Innovation, will maintain a calendar of reporting deadlines for non-financial reports. He will coordinate the generation of reports with Peter Adams, Data Analyst. Cisco Montes and Peter Adams will have primary responsibility for drafting any required narrative, with input from Stephanie Adams, Director of Enabling Services. Cisco Montes will review all reports with Brian Haile, Chief Executive Officer, prior to submission.

With respect to financial reporting, Ivan Figueredo, Chief Financial Officer, will maintain a calendar of reporting deadlines for financial reporting. He will generate and submit these reports, which are subject to our regular auditing processes.

Brian Haile, Chief Executive Officer, has overall responsibility to ensure compliance with accuracy and timely submission of all reports.

III. Cultural and Linguistic Competency

RFP Request:

1. Describe your agency's cultural competency capabilities as it relates to the population being served by this funding announcement.

In Section C, Part II, we describe in detail the demographics of the population in Nashville living with HIV/AIDS. Looking at pre-pandemic data from 2019, persons of color comprise roughly two-thirds of this local population. New infections are concentrated among relatively younger, Black/African American cisgender males who

acquired HIV through male-to-male sexual contact. Interestingly, a relatively similar number of Hispanic patients and heterosexual females are also represented in Nashville's population living with HIV/AIDS. Further, the National Alliance to End Homelessness notes that about 50% of persons living with HIV are at risk of experiencing homelessness.

The population living with HIV/AIDS looks like the patients that Neighborhood Health already serves. Roughly 75% of Neighborhood Health patients are persons of color. We also serve a large number of LGBTQ patients, including roughly 1,400 individuals who openly identify as gay, lesbian, or bisexual and over 200 who identify as transgender. Of course, we also serve a large number of patients who engage in male-to-male sexual activity but who do not disclose their sexual orientation/gender identity or who do not self-identify as part of the LGBTQ population. (Of our 31,000 patients in 2024, about 5,000 did not report their sexual orientation – and roughly 2,850 replied “Don't Know.”) Of the patients who affirmatively identify as LGBTQ, only 38% self-identify as non-Hispanic white. These statistics illustrate the impact of our work to provide a welcoming, affirming health care home.

Perhaps equally important, this population looks just like us who work at Neighborhood Health. The demographic composition of our providers and staff is similar. Roughly 40% of our providers and staff identify as Black/African American, and about 22% identify as Hispanic. Looking specifically at our licensed providers, one-half identify as persons of color; regarding our executive team, 60% identify as persons of color. While we intentionally do not ask about the sexual orientation of our employees, our CEO and many others self-identify as members of the LGBTQ population. This is also personal: Our CEO has shared with our team his experience growing up as a gay kid in Appalachia – and the inestimable value of having an intentionally affirming environment here at Neighborhood Health for LGBTQ and all patients. Another staff member shared her experience helping her father who died of AIDS-related complications, and yet another discussed her parent's gender transition. All of us understand the critical importance of our approach to being a welcoming, affirming space.

We know these broad labels are hugely reductionist. As part of our Black History Month commemoration this year, we are featuring the diversity of the Black/African American communities within Nashville and Middle Tennessee. As part of our Black History Month commemoration this year, we are featuring the diversity of the Black/African American communities within Nashville and Middle Tennessee. We can do so by acknowledging that diversity within our own team, which includes a West African-born male Muslim provider who became a naturalized U.S. citizen, a Black executive born in rural Tennessee who attends the Church of Christ, and a long-serving patient Board member who grew up in



Neighborhood Health providers and staff participating in Black Gay Pride.

Nashville and is a proud resident of a public housing community. That internal diversity, and the federal requirements that our patient-led Board of Directors reflect the sex, race, and ethnic demographics of our patient population, help drive our ambition to provide culturally competent, accessible care.

We also have worked to address internal challenges to better enable us to serve this population. For example, we absorbed another local transgender-focused medical practice in 2019 when that external provider moved to Oregon. As we integrated those transgender patients into our practice at Neighborhood Health, we redoubled both our staff sensitivity training and our signage to make clear that these transgender patients and all individuals are welcome here. For the past 5 years, we have also asked every prospective medical provider during their job interview whether they are "...comfortable providing care to all patients, including LGBTQ patients, in a welcoming, affirming manner..." This carefully worded question helps us to signal our values to prospective medical providers while helping to assess their goodness of fit within our organization.

The shifting demographics of Nashville have also forced us to evolve with the changes among those who need our services. In part due to increased international migration and more local urbanization patterns in Middle Tennessee, roughly 13.5% of Nashville residents are now foreign born. These individuals disproportionately seek their care at Neighborhood Health. Looking at the foreign-born population for Tennessee as a whole (since data specific to Nashville is not available), Mexico, India, and Guatemala are countries of origin for the vast majority of these residents. This and the change it represents compared to just 20 years ago encapsulates the new challenges of being a culturally competent provider.

Neighborhood Health strives to ensure all individuals, especially the underserved and marginalized, have access to culturally competent, high-quality care. Because of the trust we have earned with patients, Neighborhood Health has become in the past 20 years the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents. Here is how we accomplished this feat:

- **In-House and Onsite Language Support:** We provide all patient-facing written materials in both English and Spanish, and all signs throughout all locations are in both English and Spanish. Our staff also includes 70 bilingual employees who speak 24 languages. Of these, 54 employees speak Spanish, eight speak languages from the African continent (e.g., Somali, Yoruba, Amharic, and others), three speak Arabic, and three speak Hindi and/or other languages from the Indian subcontinent. Our medical providers are represented in each of these groups of bilingual

“Neighborhood Health has become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents.”

employees as speakers of Spanish, Somali, Yoruba, Amharic, Arabic, Hindi, etc. We also provide interpretation services with professional interpreters using video conference capabilities, which are available in every exam room and every office at every location (and by phone, if the patient is instead calling). These professional interpreters helped us to provide care in more than 60 languages just since 2021.

- **Identification of LEP:** We certainly use the traditional tools with signage, patient notices, and call center message to communicate in multiple languages about the availability of interpretation assistance here. However, we go a step further to identify patients with limited English proficiency (LEP) and the ways we can be of assistance. If a Neighborhood Health call center representative cannot communicate with a caller, the representative immediately calls our interpretation service, which goes through a quick diagnostic process to identify the caller's language. The representative can continue the call with the resulting interpreter support and note the language and need for an interpreter at future visits. The same is true for walk-in patients and the process we use at our front desk. At Neighborhood Health, we know this is everyone's response: Every employee here has a card behind their ID badge showing the step-by-step process to use this interpretation service to help a patient who may have LEP.

“Neighborhood Health may have the only Spanish-speaking HIV medicine providers in our region who serve uninsured patients.”

With respect to our HIV medicine program specifically, two of our HIV medical providers speak Spanish. To our knowledge, these are the only two Spanish-speaking HIV medicine providers serving uninsured patients in our region. Similarly, our HIV physician who treats persons with HIV who are experiencing homelessness is the only HIV medical provider in the region whose practice consists almost exclusively of homeless patients.

- **Training:** Providers and staff regularly complete training in topics related to cultural competence and working with underserved populations. This includes but is not limited to an annual Cultural Competence training, which educates staff to consider and respect other cultural norms and behaviors, and how to effectively communicate with people of various backgrounds. Providers and staff also complete an annual Preventing, Identifying, and Responding to Abuse and Neglect training, which covers diverse populations. This training educates staff on types of abuse, signs of each type of abuse, and the responsibility to report and respond. This training specifically discusses intimate partner abuse among patients who self-identify as LGBTQ and/or who are in relationships with same-sex intimate partners.

- **Prizes:** While we do earnestly train staff in cultural competence in a formal way, we also incorporate some fun. For example, during our All Staff event in October 2024, we asked all 230 employees whether they could explain why Hispanic Heritage Month begins on September 15th – and we awarded a prize to the winner with the first correct answer. We also regularly provide mini-Spanish lessons on key phrases during our monthly staff trainings.
- **Style Guide:** For at least the past eight years, the content of all of Neighborhood Health’s patient-facing materials are at or below the 6th grade reading level on the Flesch-Kincaid scale. However, we undertook a major initiative in 2023-24 to further reduce the complexity of the language we use. Specifically, we adopted an organizational “Style Guide” that, among other things, prohibits the use of passive tense verbs (i.e., we now say “make an appointment” rather than “an appointment should be scheduled”). This helps to marginally lower the reading level, but the principal gain is clarity – and this makes a marked difference in the accuracy of translation. This seemingly small insight from a member of our team is having an impact among our patients. In addition, we make sure staff understand the critical differences between acronyms such as LGBTQ (which relates to identity) and MSM (which relates to behavior).

While our response above focuses on cultural competence related to differences in race, ethnicity, country of origin, gender identity, and sexual orientation, we know firsthand that “culture” has many other meanings. The related differences may manifest in surprising ways, all of which are salient in health care. For example, our Health Care for the Homeless and Street Medicine programs work with many different populations whose experience of being unhoused has substantially affected their sense of self and social interactions. Likewise, our rural clinics understand that more rural and often more traditional or static parts of Tennessee have a number of embedded norms and mores. The breadth of our work at Neighborhood Health also requires a sensitivity to these differences and the meanings attached to them among our patients.

RFP Request:

2. Describe the agency’s strategic plan, policies, and initiatives that demonstrate a commitment to providing culturally and linguistically competent health care and developing culturally and linguistically competent staff. Cultural competence means having a set of congruent behaviors, attitudes, and policies that come together in a system or organization or among professionals that enables effective work in cross-cultural situations.

In addition to the approaches described above, Neighborhood Health consciously decided to improve the recruitment and retention of call center staff, front desk representatives, Medical Assistants, and case managers who speak another key language (Spanish, Arabic, and/or Kurdish). We implemented a bilingual pay differential in 2018, and we have increased this pay supplement over time.

As we attracted additional staff who were native speakers and/or who gained fluency through immersion, they increasingly shared their insights about how we might modify our workflows to accommodate specific cultural preferences or concerns. They also helped other staff become more sensitized and aware of potential risks of miscommunication or misunderstandings. For example, we have become much more aware of the cash-based, upfront payment requirements of the medical systems to which many patients were accustomed in their county of origin. We have adapted our explanations of Neighborhood Health to better differentiate how the system in the United States operates – and what they should expect here at Neighborhood Health.

The magnitude of effect across the organization inspired our Chief Executive Officer to make a personal commitment. With the help of funding from The Healing Trust, our CEO spent three months completing a Spanish immersion program in Quetzaltenango, a Spanish- and K'iche'-speaking mountainous region of western Guatemala. This experience (and the initial disorientation it involved) inculcated a deeper appreciation of the challenges of foreign-born residents, particularly those from Central America whose primary language may be a Mayan language rather than Spanish.

RFP Request:

3. It includes an understanding of integrated patterns of human behavior, including language, beliefs, norms, and values, as well as socioeconomic and political factors that may have significant impact on psychological well-being and incorporating those variables into your service delivery system. Include any innovative or successful activities your agency has undertaken in order to improve your cultural and linguistic capacity.

Building on the initiative described above, Neighborhood Health has also been acutely conscious of the subtle effects of location and “vecinos” or neighbors. This led to a collaboration between Neighborhood Health and Conexión Americas, an organization providing multiple social services to immigrants and refugees. This includes language classes, home buyers’ clubs and others. When Conexión built Casa Azafrán as a multi-service center for immigrants and refugees, Neighborhood Health was invited to have a clinic in the facility. Neighborhood Health was able to move into the Casa Azafrán in September 2013 and continues to be a wonderful success. Similarly, we acquired property at our Welshwood Clinic in the Southern Hills area of South Nashville off of Nolensville Road in part because it was next door to the Nashville International Center for Empowerment (NICE), which is a key immigrant-serving organization here in Nashville.

Those partnerships, along with our deep relationships with our colleagues at Tennessee Immigrant and Refugee Rights Coalition (TIRRC), TN Justice for our Neighbors (TNJFON), American Muslim Advisory Council (AMAC), the Hispanic Family Foundation, and others, were critical during the COVID pandemic. Those organizations conducted intensive, community-based outreach campaigns and funneled patients who needed testing, treatment, and vaccination to Neighborhood Health. We, in turn, provided their staff with education, written materials in English and Spanish, and real-time, 24/7 support. We were honored to receive an “Orgullo Hispano” award from Conexión Americas in September 2021 for our joint work specifically related to COVID vaccination. Most importantly, we were able to achieve an impressively high vaccination rate among the racial and ethnic communities we serve.

The evolution of our community engagement has also led to important changes in the character of governance within our organization. While we have generally had at least 1-2 Hispanic members of our 14-member Board of Directors, our current Board President and immediate Past President are both Hispanic and immigrants (Rev. Luis Sura is from Durango, Mexico, and Claudia Barajas is from Bogota, Colombia). Both are also patients of Neighborhood Health. More generally, federal law requires patients make up a majority of our Board of Directors and that our patient-led Board of Directors reflect demographics of our patient population. In addition to Rev. Luis Sura and Claudia Barajas, our Board also includes patients who are African American, who self-identify as LGBTQ, who are residents of public housing, who have lived experience with homelessness, etc. Our patient-led Board drives this ambition to provide culturally competent, accessible care. Their leadership is helping to further transform our organization.



Patient and Immediate Past Board President Claudia Barajas receiving a flu shot at our Napier Clinic as part of a public outreach campaign.

IV. Collaboration

RFP Request:

1. Describe a plan for creating a new or improving an existing network to improve collaboration with HIV agencies that will link PLWHAs to HIV testing and HIV medical care and support services. If applicable, identify any collaborating organizations that will assist the applicant through HIV testing and linkage to HIV medical care and services.

We acknowledge two realities. First, racial, and ethnic minority groups nationally have provided substantive critiques of national AIDS services organizations that focused on cisgender gay white, male, older, and commercially insured individuals. Those efforts led to some shifts in foci and more equitable approaches to funding and the delivery of care. However, the second reality is that newly inaugurated President Trump has issued a

number of Executive Orders and other interpretive guidance*¹ that expressly seek to limit such changes. Both this history and these more recent developments may have a profound impact on our collective future.

In this specific context, Neighborhood Health is not changing. We have always been a provider who focused on underserved populations, which is why we have become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents. We will continue our work in a way that is entirely aligned with the same mission that has guided us for almost 50 years: to provide a high-quality health care home to all people regardless of their insurance status or ability to pay. Given the structural discrimination in the current health care system and historical lack of access to health care among specific racial and ethnic groups, this necessarily means that Neighborhood Health will disproportionately serve these individuals.

Further, we do this in the context of a comprehensive primary medical and dental care operation. We do not offer “HIV clinics” or fly specific flags; rather, we integrate these care offerings within our regular operation. Thus, our gay CEO will receive his care at our clinics in an exam room next door to a patient who is getting birth control or beside an adjacent exam room where a child is getting a tetanus booster. Down the hall might be a male-presenting transgender patient receiving primary care or dental care and a senior receiving a Medicare wellness exam or a new father getting substance use treatment and recovery services. Nothing about getting care at Neighborhood Health identifies our CEO as “gay” or a “man who has sex with men”; he like everyone else is simply a primary care patient at Neighborhood Health. Especially if he did not self-identify as gay or publicly acknowledge a particular sexual orientation, he would feel comfortable getting his care here in a completely individualized yet fully integrated setting. There is no label, no stigma, and no identifier: just an individual.

This integrated, fully embedded approach is how we plan to make meaningful progress in the face of the two realities described above. As we make clear on our [website](#) and in our materials: Everyone is welcome at Neighborhood, and everyone means **EVERYONE**.

Working within this integrated, fully embedded model, Neighborhood Health has demonstrated our ability to successfully provide HIV medicine in a primary care, non-stigmatized context. We have offered HIV testing in underserved communities for decades, and we have provided HIV medicine and clinical care to persons with HIV/AIDS since 2017. Our current HIV medicine and clinical offerings include outpatient medical, dental, and behavioral health care as well as medical case management. We already use CAREWare and are intimately familiar with all Ryan White program requirements. With respect to the quality of our work, our clinics are fully accredited and subject to

¹ See, e.g., Executive Orders (E.O.) entitled [Ending Radical and Wasteful Government DEI Programs and Preferencing](#), [Initial Rescissions of Harmful Executive Orders and Action](#), [Protecting Children from Chemical and Surgical Mutilation](#), and [Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government \(Defending Women\)](#).

regular reviews and periodic but unannounced site surveys by federal officials, NCQA experts, and site surveyors from The Joint Commission.

Of course, we provide our HIV medicine and clinical services (and all our primary medical and dental care) in close partnership and solidarity with many community partners including:

- **Traditional AIDS-Serving Organizations:**

Neighborhood Health has strong, years-long working relationships with the Vanderbilt Comprehensive Care Centers, Street Works, Nashville CARES, and other AIDS serving organizations. From its inception, Comprehensive Care Center has served as a referral source and mentor for Neighborhood Health. They helped Neighborhood Health launch its services and continue to be an important consultant and referral source (Dr. Sean Kelley, Medical Director). Neighborhood Health

“Neighborhood Health closely collaborates with the Vanderbilt Comprehensive Care Centers, Street Works, Nashville CARES, and other AIDS serving organizations.”

has partnered with Nashville CARES (Amna Osman, CEO) for many years. Currently Neighborhood Health is a referral source for services including dental for those who are HIV-positive. Neighborhood Health receives OraQuick tests from Nashville CARES and makes referrals for such services as rental assistance. See attached letters of support from the Comprehensive Care Center, Nashville CARES, and Street Works.

- **Homelessness Service Providers:** Neighborhood Health has led the clinic in Downtown Nashville providing comprehensive primary care to those suffering homelessness in shelters and on the street since 2008. We have worked with many other organizations serving those who are without stable housing. Organizations such as the Nashville Rescue Mission (Rev. Glenn Cranfield, Chief Executive Officer) and Room in the Inn (Rachel Hester, Executive Director) make primary care referrals to Neighborhood Health for this population at high-risk for HIV infection. See attached letters of support from both the Nashville Rescue Mission and Room in the Inn.
- **Immigrant-Serving Organizations:** To this end, we work incredibly closely with Conexión Americas (where we have an onsite clinic at Casa Azafrán), Tennessee Immigrant and Refugee Rights Coalition (TIRRC), TN Justice for our Neighbors (TNJFON), American Muslim Advisory Council (AMAC), Hispanic Family Foundation, the Tennessee Office for Refugees/Catholic Charities, and others.

RFP Request:

2. Contractor(s) must demonstrate their commitment to work with or collaborate with organizations representing the HIV/AIDS community through a signed and dated letter of support or memoranda of agreement or understanding. The letter must specify example activities that each entity provides that will help connect high risk clients to HIV testing and services.

As noted above, Neighborhood Health has strong, years-long working relationships with the Vanderbilt Comprehensive Care Centers, Street Works, Nashville CARES, and other AIDS serving organizations. From its inception, Comprehensive Care Center, has served as a referral source and mentor for Neighborhood Health. They helped Neighborhood Health launch its services and continue to be an important consultant and referral source (Dr. Sean Kelley, Medical Director). Neighborhood Health has partnered with Nashville CARES (Amna Osman, CEO) for many years. Currently Neighborhood Health is a referral source for services including dental for those who are HIV-positive.

Neighborhood Health receives OraQuick tests from CARES and makes referrals for such services as rental assistance. See attached letters of support both the Comprehensive Care Center and Nashville CARES and Street Works.

“Neighborhood Health closely collaborates with the Vanderbilt Comprehensive Care Centers, Street Works, Nashville CARES, and other AIDS serving organizations.”

B. Reference Projects: Service History & References

Note: For the convenience of reviewers, we include this content here. Consistent with the requirements on p. 15 of the RFP, we also created a separate “Reference Projects” file with this same information.

RFP Request:

1. If your agency currently provides this service(s) to the HIV/AIDS client population, describe the number of years you have provided this service and the funder of the service. Please provide a reference name and phone number.

We have at least two historically funded projects relevant to this Ryan White Part A proposal:

- **Previous HIV Medicine Grant:** Neighborhood Health received in 2017 a Ryan White Part B contract from the Tennessee Department of Health to provide HIV medicine and medical case manager services. The State renewed this grant agreement as part of a subsequent procurement in 2022. Our HIV medicine and clinical offerings include outpatient medical, dental, and behavioral health care as well as medical case management. As part of that agreement, we use CAREWare and have become deeply familiar with all Ryan White program requirements. However, the State has steadily reduced the maximum liability under that contract and notified us it may need to terminate the agreement due to funding. Phadra Johnson, Director, Ryan White Part B Program, HIV/STI/Viral Hepatitis Section, Tennessee Department of Health is our primary contact; her phone number is 615-532-6509.

“Neighborhood Health has been providing HIV medicine services and clinical care for persons with HIV/AIDS since 2017.”
- **Previous HIV PrEP Outreach Grant:** Neighborhood Health received a grant contract in 2020 from the United Way of Greater Nashville, which was funded by the Tennessee Department of Health, to provide outreach and navigator services related to HIV pre-exposure prophylaxis (PrEP). The United Way has successively renewed that grant agreement. Mia Boozer-Sharp, Associate Director of HIV/AIDS Initiative, United Way of Greater Nashville, is our primary contact; her number is 615-780-2445.

RFP Request:

2. If your agency does not currently provide service(s) to the HIV/AIDS client population, explain any related experience that would demonstrate the agency's competency in providing services to this population. Please provide a reference name and phone number.

This is not applicable to Neighborhood Health.

RFP Request:

3. Describe any related experience that would demonstrate your agency's competency in providing HIV medical or support services to this population. Please provide a reference name and phone number.

Neighborhood Health's almost 50-year history as a community health center and decade of experience with HIV medicine make clear we can implement our proposal as promised. We will conduct this project in a way fully aligned with Ryan White's program goals and requirements. Additionally:

- **Background and Past Experience:** Neighborhood Health has demonstrated our ability to successfully provide HIV medicine in a primary care, non-stigmatized context. We have offered HIV testing in underserved communities for decades, and we have provided HIV medicine and clinical care to persons with HIV/AIDS since 2017. As part of that work, we already use CAREWare and are intimately familiar with all Ryan White program requirements. With respect to the quality of our work, our clinics are fully accredited and subject to regular reviews and periodic but unannounced site surveys by federal officials, NCQA experts, and site surveyors from The Joint Commission.

“Neighborhood Health has become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents.”
- **Mission and Focus:** As a community health center, our clinics already focus on the racial/ethnic communities and high-need populations most at risk for HIV. Because of the trust we have earned with patients, Neighborhood Health has become the largest safety net provider of primary care in Middle Tennessee – and the largest for African Americans and for Hispanic residents.

Phadra Johnson, Director, Ryan White Part B Program, HIV/STI/Viral Hepatitis Section, Tennessee Department of Health, our primary contact, can speak to our work with HIV clinical care; her phone number is 615-532-6509.

C. Project Approach and Process

I. Staffing

RFP Request:

Present in detail your organization's staffing plan and provide a justification for the plan that includes education and experience qualifications and rationale for the amount of time/hours per month being requested for each proposed staff position.

If applicable, describe in detail the roles and responsibilities of any consultants and/or subcontractors will be used to carry out aspects of the proposed project.

We summarize in the table below the key project personnel, the education and experience qualifications, and rationale for time devoted to this project.

Key Project Staff, Qualifications and Time to Project

Staff Position(s)	Education and Experience Qualifications	Time to the Project Rationale
<i>Physicians (2)</i> <ul style="list-style-type: none"> Suzette Kelley, MD Trent Stethen, MD 	<ul style="list-style-type: none"> Internal Medicine or Family Physician Licensed in the State of Tennessee Experience in underserved populations Special privileging in HIV/AIDS services 	Each physician will devote 4 hours a week, 16 hours/month, to providing care for HIV positive clients during which time they will see 6-8 patients. This is appropriate for the number of patients and visits projected.
<i>Director, Infectious Diseases</i> <ul style="list-style-type: none"> Vacant 	<ul style="list-style-type: none"> Minimum of an RN or a master's degree in a public health related discipline. 5 years' experience in operations direction in public health and/or infectious disease. 	This position will devote 40% time or approximately 64 hours a month providing day-to-day supervision of services for those who are HIV-positive. They are responsible for program integrity, proper documenting of

Staff Position(s)	Education and Experience Qualifications	Time to the Project Rationale
HIV Medical Case Manager (2) <ul style="list-style-type: none"> Riley McMath Vacant 	<ul style="list-style-type: none"> A bachelor's or a master's degree in health or human services related discipline or RN Two years of case management in a public service agency 	<p>services, assuring all reports and data entry.</p> <p>Each position will devote 45% of their time or 72 hours a month. They are responsible for the full array of case management and care coordination required by clients. They are present during clinic and maintain contact with client during non-clinic hours as needed. Time is required to assure all referrals, coordination, and responses are completed in a timely way.</p>
Nurse Practitioner <ul style="list-style-type: none"> Pamela Illesca, DNP, FNP-BC 	<ul style="list-style-type: none"> Nurse Practitioner with Family or Adult specialty Licensed in the State of Tennessee Experience in underserved populations Special privileging in HIV/AIDS services 	<p>The Nurse Practitioner will devote 85% of time or approximately 136 hours per month providing care to HIV-positive clients. This is appropriate for the number of patients and visits projected.</p>
Behavioral Health Consultant <ul style="list-style-type: none"> Lana Molek, LCSW 	<ul style="list-style-type: none"> LCSW License Licensed in the State of Tennessee 2 years providing behavioral health services to underserved populations 	<p>This position devotes 60% of their time to direct behavioral health services for HIV-positive clients. These services are short term and behavioral modification oriented. This position assists with medication and care plan adherence</p>

Staff Position(s)	Education and Experience Qualifications	Time to the Project Rationale
		as well as any indications of anxiety and/or depression. Referrals are made for long-terms care as needed. This allocation of time is justified by clients and needs to help clients manage a chronic and serious condition.
Medical Assistant (3) <ul style="list-style-type: none"> • Dina Ortega • Ty Person • Mumina Mahitula 	<ul style="list-style-type: none"> • Completion of a medical assistant training program • 1-2 years' experience in outpatient ambulatory care • Proficiency in use of technology 	<p>Medical assistants provide direct patient care as a team member with the MDs and NP. They are present during all clinic hours to draw blood, complete labs, administer injections, take vital signs, stock supplies, and other patient care services. Two are present approximately 16 hours a month each and one is present 136 hours a month. This service is essential to MD and NP care.</p>
Customer Service Representative (3) <ul style="list-style-type: none"> • Andrea Rodriguez • Moesha Drake • Vacant 	<ul style="list-style-type: none"> • High School Graduate • Familiarity with medical terminology • Computer skills • Good customer service skills 	<p>These positions provide essential support to the clinical team. They are present during all clinic hours to register patients, make appointments, collect information, complete charge information, handle inquiries, and other clerical duties.</p>

Staff Position(s)	Education and Experience Qualifications	Time to the Project Rationale
		Two are present approximately 16 hours a month each and one is present 136 hours a month. This support is essential to the care teams.

In terms of a staffing pattern, the Neighborhood Health employees in this table work full-time at Neighborhood Health. The medical providers, **Pamela Illesca, DNP**, **Dr. Suzette Kelly**, and **Dr. Trent Stethen**, see patients, including those with HIV infection, Monday through Friday each week; they are also available to patients for care needs overnight and on weekends when most of our clinics are closed. This pattern creates greater access should a patient need immediate attention. Neighborhood Health always takes walk-in patients and same day patients. Patients who are HIV positive will also have this access available to them. Ms. Illesca is budgeted at 85% time and effort while the two physicians are each budgeted at 10% time and effort. Their support staff is budgeted at the same proportions.

The two **HIV Case Managers** are budgeted at 45% each and they are also available Monday through Friday to support both providers and patients with HIV by providing medical case management services. The **Behavioral Health Consultant** is also available Monday through Friday to meet with patients when other members of the HIV team refer them; she is budgeted at 60%. The **Infectious Disease Director** provides day-to-day oversight and support and is budgeted at 40% but is flexible and can be available for clinic and/or administrative needs at any time Monday through Friday.

Other program resources that are a part of our comprehensive health program are **not** budgeted but are nonetheless available to support the project and the participants. These are numerous and include chronic disease education, transportation, dental services, application assistance and help with benefit enrollment, food and diaper distribution, substance use disorder treatment, and smoking cessation.

II. Overview of Population

RFP Request:

Describe in detail the HIV/AIDs population in Davidson County. Describe in the detail the issues that interfere with identifying, engaging, and retaining PLWHAs in routine HIV testing and HIV services.

With respect to the HIV/AIDS population in Davidson County:

- **Target population and the geographic areas to be served:** We carefully reviewed the demographics of the population in Nashville/Davidson County living with diagnosed HIV. We looked specifically at pre-pandemic data from 2019 so as to minimize the distortions associated with incomplete or delayed reporting during 2020 and 2021. To summarize the details:
 - **Ethnicity & Race:** Among the approximately 3,800 Nashvillians living with diagnosed HIV in 2019, about 54% (or 2,045) were non-Hispanic Black individuals. The much higher HIV prevalence (or the rate per 100,000) among this group makes clear that non-Hispanic Black individuals comprise a disproportionately large number of HIV-infected Nashvillians. Indeed, more than 1% of non-Hispanic Black residents of Nashville are estimated to have HIV. The HIV prevalence among Hispanic individuals is also above that for non-Hispanic white individuals.

Table 1: Nashvillians Living with Diagnosed HIV by Ethnicity & Race (2019)

Ethnicity & Race	Number	Rate per 100,000
Non-Hispanic, Black	2,045	1,097.2
Non-Hispanic, white	1,347	344.5
Hispanic, any race	275	380.8
Non-Hispanic, other	127	285.2
Total	3,794	

Source: Tennessee enhanced HIV/AIDS Reporting System (eHARS)

- **Gender Identity:** Among Nashvillians living with diagnosed HIV, about 79% (or 2,994) identify as cisgender males. That said, roughly 750 women in Nashville are living with diagnosed HIV and need treatment.

Table 2: Nashvillians Living with Diagnosed HIV by Gender Identity (2019)

Gender identity	Number	Rate per 100,000
Cisgender males	2,994	895.5
Cisgender females	751	208.7
Transgender persons	49	(unknown)
Total	3,794	

Source: Tennessee enhanced HIV/AIDS Reporting System (eHARS)

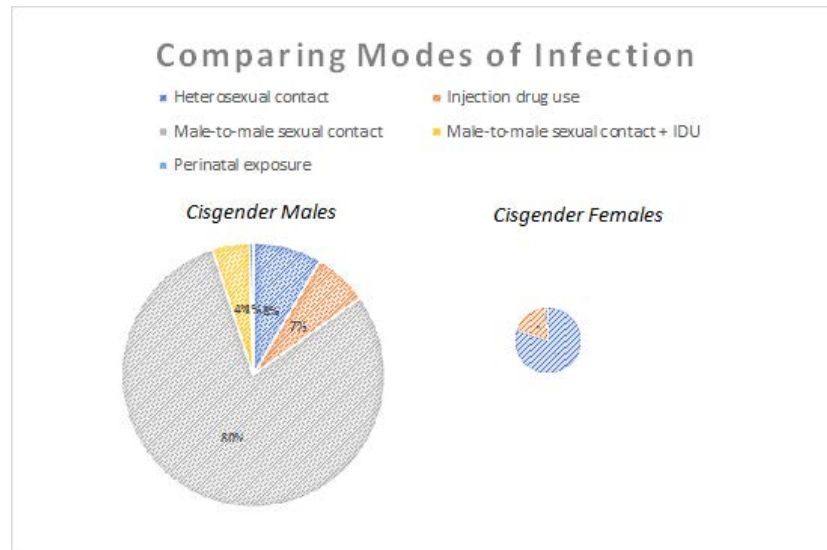
- **Mode of Infection:** Among Nashvillians living with diagnosed HIV the mode of infection varies substantially by gender. Table 3 presents the data for 2019, but the relative percentages have changed little since 2015. At least 72% of cisgender males living with diagnosed HIV were infected through male-to-male sexual contact. Conversely, at least 70% of cisgender females were infected through heterosexual contact. Injection drug use was the mode of infection for a maximum of 10% and 16% of cisgender males and cisgender females, respectively – but only about 2% of infections among transgender persons. These proportions changed little between 2015 and 2019.

Table 3: Nashvillians Living with Diagnosed HIV by Mode of Infection by Gender Identity (2019)

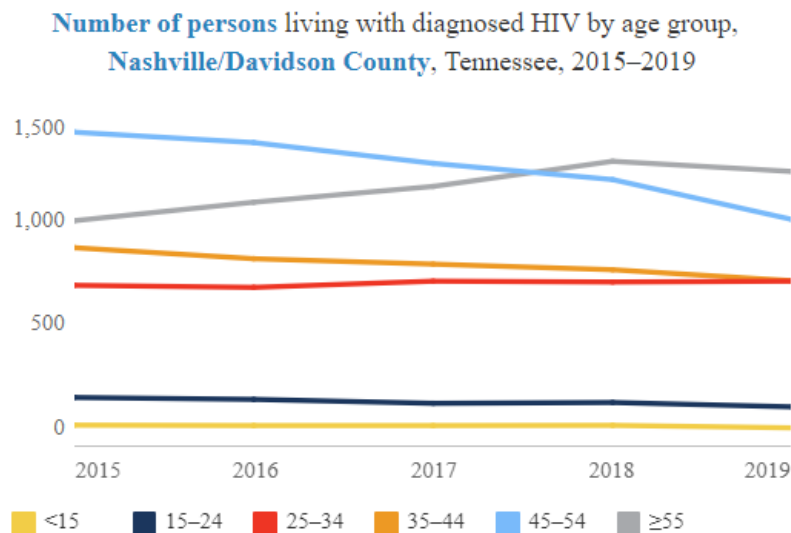
Mode of Infection	Cisgender males	Cisgender females	Transgender persons
Heterosexual contact	8%	70%	
Injection drug use	6%	16%	2%
Male-to-male sexual contact	72%		
Male-to-male sexual contact + IDU	4%		
Sexual contact (any gender)			88%
Sexual contact (any gender) + IDU			4%
Perinatal exposure		1%	
Unknown	10%	13%	6%
Total	100%	100%	100%

Source: Tennessee enhanced HIV/AIDS Reporting System (eHARS)

The figure immediately below illustrates the relative sizes of the HIV-infected cisgender males and cisgender females. The figure also shows the vastly different modes of infection within these two gender identity groups.



- **Age Distribution:** Among Nashvillians living with diagnosed HIV, the only demographic factor that shows a material change between 2015 and 2019 is the age distribution of this population. As illustrated in the figure below, the population appears to be aging with the proportion aged 45-54 declining and the proportion aged 55+ correspondingly increasing.



Source: Tennessee enhanced HIV/AIDS Reporting System (eHARS)

The demographics of newly infected individuals are broadly similar to the existing population living with diagnosed HIV. Of the 166 newly diagnosed HIV infections in 2019:

- **Ethnicity & Race:** About one-half of new infections were among non-Hispanic Black individuals;

- **Gender Identity:** About 84% of new HIV infections were among cisgender males;
- **Mode of Infection:** About 84% of new HIV infections were due to male-to-male sexual contact; and
- **Age:** About one-half of newly diagnosed HIV infections were among individuals aged 25-34, and the rate among this age group is growing.

Sexual contact defines the new infection, with injection drug use being associated with relatively fewer more recent infections compared to the existing population living with diagnosed HIV.

Consistent with our mission, Neighborhood Health remains tightly focused on low-income, underserved individuals and communities. The ethnic and racial demographics of our patient population are similar to that of Nashville's HIV population: almost 69% of our patients are persons of color. Our clinic locations in East Nashville, Downtown Nashville, South Nashville, and Lebanon are specifically located near mobile home parks and near public housing communities. We are also conveniently located along main public bus routes in order to maximize patient access.

While we seek to be a welcoming, affirming health care provider for all patients, Neighborhood Health proposes to serve several key groups of HIV-infected patients:

1. *African American men who have sex with men (AAMSM):* While we do not have HIV prevalence estimates for the AAMSM population in Nashville, statewide data suggest the prevalence among AAMSM is roughly twice that of Black women and White MSM. These data strongly suggest that the AAMSM population is the subgroup of non-Hispanic Black men who are at highest risk. Given state and national data about rates of insurance coverage among non-Hispanic Black men, particularly younger men, HIV-infected individuals in this subgroup may have the least access to health care, including HIV treatment. Our demonstrated success with recruiting African American males living with diagnosed HIV and, more generally, persons of color living with diagnosed HIV is a strong indicator of our future success in this regard.
2. *Individuals challenged with homelessness:* The National Alliance to End Homelessness notes that about 50% of persons living with HIV are at risk of experiencing homelessness.
3. *Injection drug users:* While very few recently diagnosed HIV infections appear to be attributable to injection drug use, our Street Medicine team

specifically noted a concern in late 2020 about individuals with HIV and hepatitis C who were sharing needles with others. To address this concern, we immediately contacted the Tennessee Department of Health to understand the legal parameters for distributing syringe cleaning kits, and we developed and implemented a harm reduction policy under which we now routinely distribute these kits. More generally, we recognize that over 420 Nashvillians living with diagnosed HIV were infected through injection drug use; an unknown number of Nashvillians living with HIV who were infected by other means also inject drugs.

4. *Commercial sex workers:* The CDC [acknowledges](#) the risk of HIV and other infections is high among persons who exchange sex for money, drugs, or other items. However, it also states:

There is a lack of population-based [HIV prevalence] studies on persons who exchange sex, although some studies have been done in singular settings such as prisons and exotic dance clubs. However, the illegal—and often criminalized—nature of exchange sex makes it difficult to gather population level data on HIV risk among this population.

While local evidence is anecdotal, we believe commercial sex workers to have similar levels of risk – and even lower levels of access to insurance and care than commercial sex workers in other jurisdictions.

5. *Women living with HIV:* While representing a much smaller patient population group, women living with HIV still utilize community health center services to receive medical care. This population is critical to reach as they present an opportunity to contact and bring into treatment an unsuspecting and/or patient avoiding treatment. Our demonstrated success with recruiting African American males living with diagnosed HIV and, more generally, persons of color living with diagnosed HIV is a strong indicator of our future success here.
 6. *Immigrants and refugees:* While the prevalence of HIV in immigrant/refugee populations in Middle Tennessee appears to be low, we also have the capability to serve any HIV-infected patients in this group.
- **Issues that interfere with identifying, engaging, and retaining PLWHAs in routine HIV testing and HIV services:** Based on experience and review of local data and the published literature, we identified 11 issues and barriers to care:
 - *Issue 1: Lack of access to providers without stigma:* Many patients, particularly AAMSMs who do not publicly identify as LGBTQI+, express great discomfort with receiving services at a “gay-identified” venue. We have worked to provide services in a “regular” medical and dental care

setting that is open, welcoming, and affirming to all patients – but not in any way specific to or exclusively for LGBTQI+, HIV-infected, or other subpopulations. By embedding HIV services in our routine primary care operations, patients who seek services here have little fear about inadvertently disclosing anything about their sexuality or serostatus. This helps to address the gap among the current HIV medicine providers, which are almost all HIV-specific or closely identified with HIV or LGBTQI+-focused organizations.

- *Issue 2: Lack of access for mobile patients:* Roughly 27% of Tennesseans under the poverty level will move at least once during the year, and the rate appears to be higher in the Nashville metropolitan area. This was only exacerbated by the pandemic. Because we have multiple locations in East Nashville, Downtown Nashville, South Nashville, and even Lebanon, HIV-infected patients can access HIV care close to any new address they may have. We also provide telehealth visits – lab services at all of our 12 locations (if a telehealth provider needs to order tests, etc.). This helps to address the gap in HIV medicine providers, particularly in East Nashville and Downtown – and among patients experiencing homelessness.
- *Issue 3: Lack of partner care:* Many patients want to ensure their partners and other family members can also receive services, even if these other individuals are not HIV-infected themselves. By providing care to partners and other family members, we increase our attachment to and rapport with the entire household. We also make it simple and convenient for everyone to get care, and we allow patients who are accompanying other patients to have blood drawn (for routine lab tests), receive preventive care such as vaccinations, or schedule their own visits for other services. This approach is unique – and helps to eliminate barriers by consolidating care within one medical practice for those patients who prefer it. This helps to address the gap in HIV medicine providers who can provide more comprehensive services to the family.
- *Issue 4: Lack of coordination to cover lab costs:* Patients with insurance, including but not limited to those with Ryan White-subsidized marketplace health plans, typically receive bills from lab providers even though their lab costs should be covered. This is a function of the way lab costs are billed, and claims are adjudicated. When patients receive these bills, they may defer or forego regular monitoring visits. We have worked to address this issue with our lab vendor, Quest. This helps to address the gap between insurance claims payment systems and lab billing systems that lead to some insured HIV-infected receiving erroneous bills.
- *Issue 5: Lack of substance use disorder comorbidities:* Many patients with HIV have substance use disorder, which we work to address in-house. However, relatively few HIV medicine providers have extensive addiction

treatment offerings. At Neighborhood Health, we operate an intensive outpatient program for individuals with co-occurring disorders – and we also have an outpatient medication assisted treatment program for opioid use disorder. Additionally, we take harm reduction seriously by routinely dispensing Narcan and syringe cleaning kits. This helps to address the gap in HIV medicine providers who also provide addiction treatment – and ensures HIV-infected can access truly comprehensive care from a single provider.

- *Issue 6: Lack of care for depression and/or anxiety comorbidities:* The prevalence of depression and anxiety was already disproportionately high among patients with HIV, but the pandemic has substantially worsened the situation. Unfortunately, though, many HIV medicine providers are relatively untrained in diagnosing and treating unipolar depression and generalized anxiety disorder – and even fewer have real-time access to psychiatric colleagues with whom they can consult about suspected bipolar disorder, schizoaffective disorder, etc. Thus, many HIV medicine providers typically underdiagnose and undertreat these conditions – or refer patients with these concerns to external behavioral health providers. Neighborhood Health has taken a different approach: Early during the pandemic, we rewrote our step-by-step primary care treatment protocols for depression and anxiety, and our psychiatric specialty providers retrained all of our primary care providers, while also providing them ongoing peer support. Our behavioral health care counselors here at Neighborhood Health also provide short-term, solution-focused interventions for patients to address these issue – and help patients adhere to treatment plans and medication regimens. In these ways, we are working to address the gap in medical providers who correctly diagnose and treat depression and anxiety at the primary care level (without the need to come back for a second visit or seek care from another entity).
- *Issue 7: Lack of hormonal therapy:* Transgender patients have a relatively small number of choices from which they can receive gender-affirming care and hormonal therapy. It is even more unusual to find HIV medicine providers who also offer this care as part of their regular primary care medical practice. Neighborhood Health’s provision of these services helps ensure transgender patients can receive this vital care at a single visit – and address this gap in HIV medicine providers who practice this approach.
- *Issue 8: Lack of homelessness outreach:* No other local HIV medicine provider has a concerted focus on persons experiencing homelessness or an outreach effort that is closely coordinated with other homeless service providers. In the absence of Neighborhood Health, many HIV-infected individuals experiencing homelessness would not know where or how to access care. Fortunately, Neighborhood Health currently operates two health clinics that serve area homeless. Our Street Medicine team also

promotes the availability of HIV care and related services among patients in the encampments we routinely visit.² Our team coordinates and links medical care, oral health, behavioral health, and expedient provider review and patient updates of associated lab tests. This helps to address the gap that would otherwise exist for access among HIV-infected individuals who are unhoused or unstably housed.

- *Issue 9: Lack of transportation to care:* Many patients, particularly lower-income and uninsured individuals, lack reliable transportation to get to health care appointments. This challenge is made worse by the fact that the larger HIV medicine providers in our area are difficult to reach using public buses. Neighborhood Health has strategically located our HIV services locations in East Nashville, Downtown Nashville, and South Nashville so that patients can reach us using nine different public bus routes in Nashville (see Table 3 above). We also distribute hundreds of free bus passes each year. Additionally, we are also accessible to patients outside of Nashville using the Upper Cumberland HRA service, and we provide a free shuttle van for patients to our clinic facilities in the downtown core. All of this helps to address the transportation gap many patients face. On a related note, we experimented with the use of ridesharing apps during the pandemic, and we continue to use our Lyft corporate account to facilitate rides for patients who cannot get to their appointments. All of this helps to address the transportation gap many patients face.
- *Issue 10: Lack of comprehensive women's health:* While most HIV medicine providers serve women, relatively few offer comprehensive women's health services including common procedures such as colposcopies, hysteroscopies, and even insertion or removal of long-acting reversible contraception (LARC). Rather, HIV medicine providers may treat the underlying HIV disease but be unable to help women obtain these services onsite. Neighborhood Health provides the full array of women's health services to complement our HIV care. This helps women to access complete health services from a single entity – and address the gap in HIV medicine providers who provide comprehensive women's healthcare.
- *Issue 11: Preventive services:* During the pandemic only two or three HIV medicine providers offered COVID vaccinations and boosters onsite and made these available in real-time to HIV-infected patients. Neighborhood Health was one of the first to do so, and we remain among the very few who continue to do so. Additionally, we offer onsite flu shots and vaccinations for shingles, pneumonia, hepatitis, and other conditions. In this way, we are working to fill the gap of HIV medicine providers who offer all recommended vaccinations and related preventive care.

² In addition to regular primary care, our Street Medicine provides point-of-care testing, flu shots, Narcan, syringe cleaning supplies (consistent with Tennessee law), and substance use treatment supports and referrals. We also provide enabling services to these patients.

RFP Request:

Describe in detail:

1. The number of persons you plan to serve with the funding.
2. The number of units of service you plan to provide by type of intervention (e.g., number of face-to-face contacts with clients and amount of time each client will be seen each year, number of educational sessions provided, number of contacts with gatekeepers); and
3. The average amount of service a client is expected to receive each year (e.g., 2 face to face each year) and the amount of time that will be spent with gatekeepers (e.g., 3 hours/gatekeeper/year).

Responding to the specific questions in the RFP:

1. Minimum numbers to be served and estimate of others impacted:

Neighborhood Health will provide medical care and case management to at least 150 patients living with diagnosed HIV. We will provide mental health services as needed and on a referral basis. However, we have the capacity to serve at least 300 patients and perhaps more, depending on the need. Of the total we will serve, at least 15% will be cisgender female or transgender patients. We will also remain focused on serving younger AAMSMs, uninsured, and other underserved patients, and the other target populations described in this proposal.

Others, primarily partners and family members, will also be impacted by this project. Neighborhood Health will make every effort to engage partners and family members in health services that they might need, particularly testing, prevention services, medical services, behavioral health, and dental services. As Neighborhood Health maintains a sliding fee scale for all its services, even those without health insurance will be able to benefit and improve their own health and well-being. We estimate this may include as many as 100 individuals.

2. The number of units of service provided by type of intervention: As noted, Neighborhood Health anticipates providing HIV services to at least 150 individuals annually. Neighborhood Health will be providing three Ryan White Part A medical core service interventions. These interventions and projected number of units of service we plan to provide are listed below. In all cases, should more contacts be needed, based on health needs and/or patient request, they will be provided:

- **Outpatient/Ambulatory Health Services:** We anticipate providing a face-to-face encounter for HIV management each quarter and three additional preventive visits each year for each patient. These preventive visits will be for other health screenings and health management of chronic conditions in support of total health. **Each patient then will receive seven visits each year. Total visits for all patients are 1,050.**

- **Medical Case Management, including Treatment Adherence Services:** We anticipate providing at least three face-to-face case management and educational visits each year to each participant. Further we anticipate phone contacts or face-to-face visits to occur each quarter with at least three additional each year. **Each patient will receive six visits each year. Total visits for all patients are 900 visits.**
 - **Mental Health Services:** We anticipate one face-to-face or telehealth behavioral health visit a year. This visit includes an anxiety and depression screen. Additional visits are available as needed and/or as requested by the client. **Total visits for all patients are at least 150 each year.**
 - **Dental Care:** Dental care is not in the budget of this application, but we do anticipate providing one oral health examination and cleaning at Neighborhood Health's dental clinics during the year. **Total visits for all patients are 150 a year.**
3. **The average amount of service a client is expected to receive each year and the amount of time that will be spent with gatekeepers:** As noted, Neighborhood Health plans to provide HIV services to at least 150 individuals annually. When we combine all three Ryan White Part A interventions that we propose to provide through this grant, the total amount of service a client will receive each year will be at least 14 visits. These are described below:
- Ten face-to-face each year (health services and case management)
 - Three telephone or telehealth visits each year (case management)
 - One telehealth visit each year (behavioral health)

Each patient will spend time with at least three providers each year based on the three interventions proposed. We anticipate this time with each will be:

- At least four hours with a medical service provider each year
- At least four hours with a medical case manager each year
- At least one hour with a behavioral health provider each year

III. Implementation Plan

Note: For the convenience of reviewers, we include this content here. Consistent with the requirements on p. 10 of the RFP, we also created a separate "Implementation Plan" file with this same information.

RFP Request:

Describe in detail any evidence bases or best practice models you will use to provide the service. Include a reference to the model name and source of the best practice (e.g., "Healthy Living Project," CDC Evidence-Based Intervention-EBI).

<https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html>

Ideally, interventions will be based upon proven outreach and engagement models; and/or adaptations of proven models; and /or novel models of outreach and engagement in care, particularly developed for the HIV/AIDs population.

Neighborhood Health is using the HIV Care Coordination Program (CCP) intervention model in providing HIV/AIDS services. This intervention model is based on best practices and an evidence-based model. It is included in the CDC Prevention Research Synthesis HIV Compendium of Best Practices. This model intervention is based upon a proven outreach and engagement model developed for the HIV/AIDS population. CCP was implemented in New York City among hospitals, community health centers, and community-based organizations with other partners. It was studied from 2009 to 2017 and found so successful that it continues to be used to develop new programs including those in countries throughout the world.

The CCP intervention model applies a “medical home” model for building an HIV care continuum of care and engagement. It is an individual-level structural intervention that is based on inter-disciplinary healthcare teams. It combines strategies such as case management, patient navigation service, coordination of medical and social services, and provision of support for medication adherence.

The target populations for the CCP intervention are persons newly diagnosed with HIV or those experiencing barriers to care. The model has been found to be effective at retaining individuals in care and in increasing viral suppression.

Core elements of the intervention’s success are:

- **Multidisciplinary care team:** This team includes medical and behavioral health providers, a case manager, and other staff who collaborate and coordinate to ensure that each client receives their needed unique personal mix of medical and non-medical services.
- **Patient Navigation:** Client-centered navigation facilitates clients’ access to all needed services and addresses barriers to care. The case manager generally provides this service. This includes access to benefits such as health insurance, medication assistance programs, food, and others.

- **Personalized health education:** The case manager provides clients with self-management tools to promote medication adherence, social support, management of co-occurring conditions, sexual health, substance use, and harm reduction as needed. This promotes patient empowerment and self-sufficiency.
- **Anti-retroviral adherence support:** The team develops a care plan focused on adherence to antiretroviral therapy.
- **Outreach:** The case manager contacts patients about appointments and on-going needs. If an individual is lost to care, the case manager follows-up, with the goal of engagement.

CCP is a particularly appropriate model intervention for Neighborhood Health. The “medical home” model was initially developed in pediatric and family-based primary care. This patient-centered, interdisciplinary model of patient care was found to be highly effective in improving patient health outcomes. Neighborhood Health began implementing the patient-centered medical home model for serving all of its patients in 2000. We initially secured Ambulatory Health accreditation from The Joint Commission since 2000 and subsequently received Primary Care Medical Home accreditation from The Joint Commission in 2014. We were also the first multi-site group medical practice to achieve NCQA recognition as a Patient-Centered Medical Home for all our locations in 2019.

As Neighborhood Health has built the principles of the “medical home” model into its care model and began providing HIV/AIDS prevention and services, these HIV services were integrated into this “medical home” model. With the addition of HIV/AIDS prevention and treatment services and specifically trained inter-disciplinary teams that include case managers, Neighborhood Health was able to smoothly incorporate the CCP intervention model in providing HIV/AIDS services.

IV. Best Practices

RFP Request:

Provide a clear and succinct description of the proposed project to implement an intervention model designed to create access to HIV testing, improve timely entry, engagement, and retention in quality HIV medical care for persons living with HIV infection.

Neighborhood Health’s Ryan White project is a comprehensive program that implements the CCP intervention model. It must be noted that Neighborhood Health maintains HIV/AIDS prevention services to assure a full continuum of care. The prevention programs of Neighborhood Health (supported by non-Ryan White funds) are critical to creating access for patients to HIV testing and improve timely entry to Ryan White HIV/AIDS care.

Neighborhood Health's implementation is designed to do the following:

- **Create access to HIV testing:** Neighborhood Health maintains a model of universal testing of all patients aged 13 and over at every visit. Patients may opt-out should they not want to be tested. This helps to identify HIV among patients who are known to be at-risk and among those who have not described any risk factors. In addition, Neighborhood Health provides primary healthcare to several at risk populations on a regular basis. These high-risk groups, thus, are regularly tested. These populations include those who live on the street and in shelters, patients receiving gender affirming services, those receiving prevention services in the form of PrEP, and those with substance use disorder including those who use opioids and inject drugs.
- **Improve timely entry and engagement in HIV medical care:** Neighborhood Health has a system that assures that anyone that is identified as HIV positive in Neighborhood Health Clinics, or referred from another agency, is immediately provided counseling and case management, and provided an initial visit within three working days. As the individual is generally receiving primary medical care, Neighborhood Health usually has good contact information for the patient. Follow-up outreach occurs should the individual not keep their appointment. We can also monitor and if needed re-engage an individual at their next medical visit.
- **Improve retention in quality HIV medical care:** Neighborhood Health's collaborative team provides medical care, as well as case management. The case manager, as part of the care team, immediately meets with the patient, conducts a thorough assessment, and develops with the patient a personalized care plan that addresses the patient's needs and any barriers to care. The case manager will also be sure that the patient completes needed social service and benefit applications, provides education, helps the patient keep their appointments, and maintain medication compliance.

Retention is increased because from the beginning the individual patient is engaged in preparing a personal care plan that is comprehensive and holistic. In addition, as Neighborhood Health is a primary care provider, the individual, and their partner/family, can receive all their needed primary care with Neighborhood Health including dental care and behavioral healthcare. Continued outreach whenever a patient misses an appointment further helps the patient remain in the program and re-engage if needed.

RFP Request:

Describe the strategies you will use to identify and engage with key stakeholders recognized and trusted by the HIV/AIDS community; include the names of specific people and entities.

As a provider of primary care for the underserved and uninsured in Nashville/Davidson County for nearly 50 years, Neighborhood Health has had the opportunity over the years

to build relationships with many organizations serving similar populations. These have included organizations recognized and trusted by the HIV/AIDS community. Strategies for identifying and engaging with key stakeholders include:

- **Community Partners:** Working with organizations serving in communities served by Neighborhood Health: Neighborhood Health began in 1976 in Cayce Homes and has had clinics in public housing communities since that time. In 1990 Neighborhood Health added a clinic in Sudekum Napier Homes. We work closely with Metropolitan Development and Housing Agency (MDHA, Troy White, Executive Director), as well as other agencies in these high-risk communities. See attached letter of support from Troy D. White, Executive Director of MDHA.

We first worked with Street Works (Sharon Hurt, Executive Director) because of our joint presence in the Cayce Homes. Our relationship with Street Works has deepened over the years as they have expanded to Sudekum and Napier Homes where Neighborhood Health also has a clinic. Street Works frequently makes primary care and substance use disorder referrals. See attached letter of support from Street Works (which is also an HIV/AIDS serving organization).

- **HIV/AIDS serving organizations:** From its inception, Comprehensive Care Center, has served as a referral source and mentor for Neighborhood Health. They helped Neighborhood Health launch its services and continue to be an important consultant and referral source (Dr. Sean Kelley, Medical Director). Neighborhood Health has partnered with Nashville CARES (Amna Osman, CEO) for many years. Currently Neighborhood Health is a referral source for services including dental for those who are HIV-positive. Neighborhood Health receives OraQuick tests from Nashville CARES and makes referrals for such services as rental assistance. See attached letters of support from the Comprehensive Care Center, Nashville CARES, and Street Works.
- **Homelessness Service Providers:** Neighborhood Health has led the clinic in Downtown Nashville providing comprehensive primary care to those suffering homelessness in shelters and on the street since 2008. We have worked with many other organizations serving those who are without stable housing. Organizations such as the Nashville Rescue Mission (Rev. Glenn Cranfield, Chief Executive Officer) and Room in the Inn (Rachel Hester, Executive Director) make primary care referrals to Neighborhood Health for this population at high-risk for HIV infection. See attached letters of support from both the Nashville Rescue Mission and Room in the Inn.
- **Safety Net Providers:** Neighborhood Health is an active member of the Safety Net Consortium of Middle Tennessee, which is a group of providers serving the underserved and uninsured in middle Tennessee. Providers include the Metro Public Department of Health, Meharry, Nashville General, as well as local safety net medical, behavioral health, and dental clinics, and other advocacy organizations. This has enabled Neighborhood Health to build relationships with

numerous partners to make referrals. Additionally, Neighborhood Health plays an active role in the Tennessee Primary Care Association (TPCA) and regularly consults with sister health centers across the state on clinical and operational best practices. As part of that effort, Neighborhood Health's CEO has chaired the TPCA Policy Committee for the past four years.

RFP Request:

Describe the components of your intervention model and its specific strategies that will:

- a) Increase awareness of HIV disease, with a focus on reaching persons at high risk for becoming infected with HIV disease.
- b) Identification of high-risk persons who need but do not access regular HIV tests and how you will link those persons to HIV testing agencies; and
- c) Identification of persons who are HIV positive but have never or who have dropped out of HIV medical care and services and how you will facilitate linking those persons with needed HIV services and care.

As a comprehensive provider of primary care that includes prevention and treatment, Neighborhood Health implements strategies to address the following:

- a) **Increase awareness of HIV with a focus on reaching those at high risk for HIV infection:** Neighborhood Health adopted a policy of universal testing of all patients at every visit because those served by Neighborhood Health are at risk for HIV infection. Offering this testing at every visit raises awareness of the continuing concern with all patients that they may be at risk for HIV/AIDS and awareness that there are prevention and treatment services available. Almost all patients of Neighborhood Health are low income. In addition, Neighborhood Health serves many high-risk populations including those experiencing homelessness, those with substance use disorders including opioid abuse, those at risk who are receiving PrEP and those who are gender non-conforming. Neighborhood Health also cares for many women and men (including adolescents) who request/need STD testing and treatment and at high-risk for other infectious diseases. All these patients receive HIV testing and education.
- b) **Identification of high-risk persons who need regular HIV tests (and do not receive this) are linked to HIV testing:** As Neighborhood Health itself includes HIV testing as part of its regular primary care visits both for high-risk persons and for those who do not identify a risk, Neighborhood Health is always linking patients who need HIV testing to our in-house testing. The test is completed at the visit and the individual can then be engaged in care immediately if needed. There is no need for Neighborhood Health to link to another organization offering HIV testing. With in-house testing, individuals are not lost to testing as can happen when making a referral.

- c) **Identification of those who are HIV positive and need to be linked to HIV services and care:** As Neighborhood Health completes HIV testing at every medical visit and has results before the patient visit is complete, Neighborhood Health does identify persons who are HIV positive and informs them at that time. When staff identify an individual that is HIV positive, the patient is immediately engaged in planning the next steps. Before the patient leaves the clinic, they have information about the time and location of their first visit when further education, evaluation, treatment planning, and care will begin. Neighborhood Health can be sure that every HIV positive patient is linked to services and care before they leave their appointment because they are linked to Neighborhood Health's in-house HIV care. Should the patient fail to keep their appointment, the patient is contacted and re-engaged.

RFP Request:

Proposed interventions must address personal, financial, sociocultural, and structural barriers, especially stigma, which affect PLWHAs access to HIV testing and retention in HIV medical care and services. Define specific barriers that may be encountered by the population being served and discuss how your proposed interventions will positively address each of these barriers.

Neighborhood Health is serving many populations who experience barriers to care. Our patients are low-income and often uninsured. The majority are Black and Hispanic who experience additional barriers. Other barriers are experienced by those who are experiencing homelessness. These barriers become even greater for those persons living with HIV/AIDS and confronting this stigma. The major barriers we address include:

- **Financial:** Lack of insurance and lack of coverage for services including labs and medication. As part of Neighborhood Health's case management services, we provide patients with assistance in enrolling in all social service and benefit programs for which they may be eligible. This includes insurance, medication assistance, lab assistance, food assistance, housing assistance, and more.
- **Sociocultural:** The primary sociocultural barrier we find among our clients is language. Neighborhood Health maintains a video interpretation service that is available at every visit. Interpreters are available immediately for any needed language and through video join the provider and patient during the visit. This service is also used during case management. It assures that no one is without care because of language barriers.

Another sociocultural barrier is literacy. We always have staff available who can provide education. We also provide written materials in several languages and all these informational materials are written for those reading at a fifth-grade level.

We also use materials that use graphics to, for example, explain when to take medication.

- **Personal:** There are many barriers that may be particular to the individual. We conduct anxiety and depression screens at each visit and have behavioral health staff who meet with patients should there be a greater need for support and counseling. Neighborhood Health also has a full range of primary care, including dental care, which are available to clients at no cost as needed. Neighborhood Health can also provide partner care as needed.
- **Structural:** Transportation and mobility can be barriers. Neighborhood Health locates its clinics convenient to its target populations of low-income clients. Two clinics are located in public housing, two clinics are located in south Nashville and target the immigrant and refugee communities, the homeless health service is next to other shelter services in downtown Nashville and also provided through a mobile medical van that can serve the many encampments around town. Clinics are also located on bus lines so that public transportation is available.
 - Neighborhood Health also has programs to assist with transportation and maintains a van to transport those without secure housing to services. We also provide bus tickets and/or rides with ride-share services as needed.
 - Neighborhood Health also has telehealth services. Individuals must come to the clinic for necessary lab blood draws and other vital sign testing, but counseling and care can be provided through telehealth. Medication can also be mailed to homes bypassing a visit to the pharmacy.
 - Hours of Care: Many, because of work or other reasons, have difficulty going to appointments at traditional office hours (M-F 8-4). Neighborhood Health is also available at non-traditional hours, evenings, and Saturday, enabling greater access to care.
- **Stigma:** Neighborhood Health works with the entire staff of our organization to assure a diverse, welcoming, and inclusive environment. We also embed HIV/AIDS testing, care, and services within our primary care structure. These services are provided in the same buildings providing primary medical care to all ages. When an individual comes to Neighborhood Health for care, they are just going to their neighborhood health clinic. There is no stigma associated with care at Neighborhood Health.

V. Service Specific Questions

RFP Request:

1. Work Plan: Provide a work plan that delineates all steps and activities that will be used to achieve the goals and objectives of your proposed

project. Include all aspects of planning, implementation, and evaluation, listing the role of everyone involved in each activity.

The work plan should include clearly written:

1. Goals
2. Objectives that are specific, time-framed, and measurable
3. Action steps
4. Staff responsible for each action step; and
5. Anticipated dates of completion.

Please note that goals for the work plan are to be written for the first year of the grant. Discuss any challenges that are likely to be encountered in planning and implementing the project's activities described in the work plan and describe realistic and appropriate approaches to be used to resolve these challenges.

Work Plan

Goal #1: Increase access to comprehensive HIV services for the underserved, uninsured and marginalized populations in Nashville/Davidson County			
Objectives	Key Action Step(s)	Dates of Completion	Staff Responsible
1. 150 HIV-positive individuals will receive a complete HIV medical examination by the end of February 2026.	Assign staff to clinic and hours	March 2025	Chief Clinical Officer
	Continue testing and outreach to build client base	Ongoing	Infectious Disease Director
	Schedule visits for HIV patients within five business days	Ongoing	Medical Case Manager
	Provide education regarding treatment	Ongoing	Physician/FNP
	Provide HIV exam	Ongoing	Physician/FNP
	Initiate anti-retroviral treatment	Ongoing	Physician/FNP
	Complete and submit monthly, quarterly, and annual reports as required by NH QI program and by Metro Health	Ongoing	Infectious Disease Director
2. 150 HIV-positive individuals will receive a primary care evaluation including prevention health and chronic condition evaluation by the end of February 2026.	Provide comprehensive primary care evaluation including prevention and chronic illness evaluation.	Ongoing	Physician
	Make follow-up visits as needed for management.	Ongoing	Medical Case Manager
3. 150 HIV-positive individuals will receive an assessment for substance misuse with appropriate referrals by the end of February 2026.	Provide comprehensive substance misuse assessment.	Ongoing	Behavioral Health Consultant
	Make follow-up visits and referrals as needed for management.	Ongoing	Medical Case Manager

Goal #1: Increase access to comprehensive HIV services for the underserved, uninsured and marginalized populations in Nashville/Davidson County

Objectives	Key Action Step(s)	Dates of Completion	Staff Responsible
4. 150 HIV-positive individuals will receive an assessment for anxiety and depression with appropriate referrals by the end of February 2026.	Provide comprehensive depression and anxiety assessment.	Ongoing	Behavioral Health Consultant
	Make follow-up visits and referrals as needed for management.	Ongoing	Medical Case Manager
	Provide referrals and assist as needed to assure positive outcomes for requests.	Ongoing	Medical Case Manager
	Supports provided including texts and reminder to assure adherence to plan.	Ongoing	Medical Case Manager

Goal #2: Address the needs of HIV positive individuals for comprehensive case management services and address the social determinants of health.

Objectives	Key Action Step(s)	Dates of Completion	Staff Responsible
1. 150 HIV-positive individuals will be enrolled for Ryan White coverage and other health insurance and prescriptions assistance programs by the end of February 2026.	Provide assessment of coverage, finances, and information to appropriately enroll.	Ongoing	Medical Case Manager
	Complete enrollment as eligible.	Ongoing	Medical Case Manager
2. 150 HIV-positive individuals will receive a comprehensive assessment for social and support needs and	Provide assessment of social and support needs including food, housing, financial assistance, transportation, and needs.	Ongoing	Medical Case Manager

Goal #2: Address the needs of HIV positive individuals for comprehensive case management services and address the social determinants of health.

Objectives	Key Action Step(s)	Dates of Completion	Staff Responsible
receive referrals by the end of February 2026.			

Goal #3: Improve health outcomes for those who are HIV positive and reduce HIV transmission

Objectives	Key Action Step(s)	Dates of Completion	Staff Responsible
1. 135 of 150 clients (90%) will be retained in care with one visit every three months at the end of February 2026.	Develop and implement care plan for client that assures all needed benefit registrations.	Ongoing	Medical Case Manager
	Develop and implement care plan that assures social services and referrals are implemented as needed.	Ongoing	Medical Case Manager
	Provide notices of appointments through text and calls and follow up if appointment missed.	Ongoing	Medical Case Manager
	Provide comprehensive primary health care.	Ongoing	Physician/FNP
	Provide family and partner care.	Ongoing	Physician/FNP
	Conduct quarterly patient survey regarding affirmative and accepting environment. If below 90% implement a plan to improve perception and retention.	Ongoing	Infectious Disease Director
2. 120 of 135 retained in care (80%) will achieve viral suppression at the end of February 2026.	Patients receive antiretroviral therapy.	Ongoing	Physician/FNP

D. Budget

See separate “Budget Spreadsheet” file in Excel format as requested on p. 17 of the RFP.

Additional Attachments

Required Submission	Notes
1. Contractor(s) must demonstrate their commitment to work with local AIDS Service Organizations (ASOs) organizations through a signed and dated letter of support or memoranda of agreement or understanding.	See Appendix A: Letters of Support in separate "Required Submissions" file.
2. Resume of the Contractor's Finance Manager.	See Appendix B: Resume of Ivan Figueredo, Chief Financial Officer in separate "Required Submissions" file.
3. Copies of most recent State Licensure or Accreditation for relevant services.	See Appendix C: Documentation of Accreditation and State Licensure in separate "Required Submissions" file.
4. Articles of Incorporation.	See Appendix D: Articles of Incorporation in separate "Required Submissions" file.
5. Documentation of 501(c) 3 designation.	See Appendix E: IRS Letter with 501(c)(3) Designation in separate "Required Submissions" file.
6. Copies of most recent A-122 Audit for the last reporting year conducted by an independent certified public accountant (or 990 form if not required by federal regulations to complete an A-122 audit).	See Appendix F: Audited Financials in separate "Required Submissions" file.
7. Current State of Tennessee Charitable Solicitations Letter.	See Appendix G: State of Tennessee Charitable Solicitations Letter in separate "Required Submissions" file.
8. System for Award Management (SAM) exclusion report.	See Appendix H: Documentation of SAM Exclusion Search in separate "Required Submissions" file.
9. Tax ID number.	Neighborhood Health's Tax ID number is 62-1032792.
10. Organizational chart for the agency; chart must clearly include the program components funded by Part A/MAI.	See Appendix I: Organizational Chart in separate "Required Submissions" file.
11. Budget using attached "Budget" excel workbook. This must be submitted in an	See separate "Budget Spreadsheet" file in Excel format

Required Submission	Notes
excel format (no PDFs will be accepted). A separate budget document must be submitted for every service category that is applied for.	as requested on p. 17 of the RFP.
12. Implementation Plan.	<p>See separate “Implementation Plan” file as requested on p. 10 of the RFP.</p> <p>Note that the same content is available in Section A above in this Project Narrative.</p>
13. Reference Projects	<p>See separate “Reference Projects” file as requested on p. 15 of the RFP.</p> <p>Note that the same content is available in Section B above in this Project Narrative.</p>
14. Certifications of Assurance.	See Appendix J: Certifications of Assurance in separate “Required Submissions” file.
15. Non-Profits Grants Manual Receipt Acknowledgement.	See Appendix K: Non-Profits Grants Manual Receipt Acknowledgement in separate “Required Submissions” file.

Implementation Plan

for the Ryan White HIV/AIDS Program (RWHAP) Part A and Minority AIDS Initiative (MAI) Proposal from Neighborhood Health

Proposer/Applicant

- **Legal Name:** United Neighborhood Health Services (dba "Neighborhood Health")
- **EIN:** 62-1032792
- **Unique Entity ID (UEI, SAM):** Q9ARG35QECK5
- **DUNS:** 119848950

Explanation of Contents

Neighborhood Health is a nonprofit federally qualified health center (also known as a "community health center" and "homeless health center") applying for a Ryan White HIV/AIDS Program (RWHAP) Part A and Minority AIDS Initiative (MAI) grant pursuant to RFP Number RW-2024-01. Consistent with the requirements on p. 10 of the RFP, we created this separate "Implementation Plan" file. (**Note:** For the convenience of reviewers, we include this content in Section A of the separate "Project Narrative" file.)

RFP Request:

Describe in detail any evidence bases or best practice models you will use to provide the service. Include a reference to the model name and source of the best practice (e.g., "Healthy Living Project," CDC Evidence-Based Intervention-EBI).

<https://www.cdc.gov/hiv/research/interventionresearch/compendium/index.html>

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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 Certifications of Assurance

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

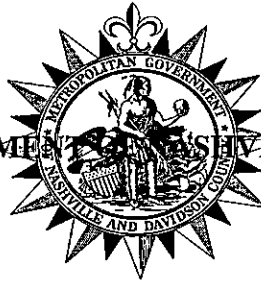
Name: IVAN FIGUEREDO

Title: CFO

Agency Name: NEIGHBORHOOD HEALTH, INC.

Date: 09/31/2025

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**

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: Ivan Figueredo
Title: CFO
Agency Name: NEIGHBORHOOD HEALTH, INC
Date: 07/18/2025

DEC 04 1990

Department of The Treasury

Internal Revenue Service
EO Group 7404
Suite 1109
401 West Peachtree St.
Atlanta, GA 30365

United Neighborhood
Health Services, Inc.
617 South 8th Street
Nashville, TN 37206-3894

Person To Contact:

Terry Williams

Telephone Number:

(404)331-3793

Refer Reply To:

EO:7404:AM

EIN:

62-1032792

Date: November 28, 1990

Dear Sir or Madam:

We have received and reviewed the amended organizing documents that you submitted on behalf of your organization, in which the organizing documents were approved and/or adopted on March 11, 1987. This information has been made a part of your file.

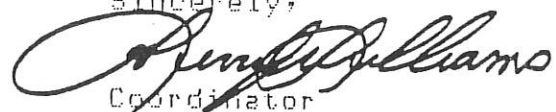
Your organization shall continue to be recognized as exempt under Section 501(C)(03) of the Internal Revenue Code, effective as of May 1978. You may continue to rely on this exemption until it is modified, terminated or revoked by the Internal Revenue Service.

Please continue to let us know of any changes in the purpose, character, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

A copy of this letter should remain in your permanent records, as it may help resolve any question about your exempt status.

Thank you for your cooperation.

Sincerely,



Coordinator
Exempt Organizations

State of Tennessee



BOOK 5298 PAGE 215

JUN 14th

MISC

P*

5.00

*

5.00

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 UNITED NEIGHBORHOOD HEALTH SERVICES, 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 May Thirty-first, 19 78.

Gentry Crowell
Secretary of State



IDENTIF. REFERENCE
JUN 14 8 50 AM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

E 7.0936

FILED

10023 00175

MAY 31 1978

BOOK 5298 PAGE 216

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

The undersigned natural persons, having capacity to contract and acting as incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation.

1. The name of the corporation is UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation is the State of Tennessee shall be 754 South 7th Street, Nashville, County of Davidson, Tennessee 37206.

4. The corporation is not for profit.

5. The purposes for which the corporation is organized are:

(a) to increase the health services available to people in medically underserved sections of Metropolitan Nashville, Tennessee, served by two non-profit, tax-exempt community health organizations: Cayce Homes Community Council, Inc., and Waverly-Belmont Community Clinic, Inc.;

(b) to support the development of and provide for the delivery of health services to people in other medically underserved areas of Metropolitan Nashville, Tennessee, if the Board of Directors of this corporation so decide;

(c) to encourage and participate in any activity designed and intended to promote the general health organizations and any other area so designated by the Board of Directors of the corporation;

(d) to operate exclusively for charitable and educational purposes, to lessen the burdens of government, to

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SECRETARY OF STATE

BOOK 5298 PAGE 217
promote the social welfare of area residents, and to encourage community initiative in solving health problems and relieving the poor and medically underserved residents of Metropolitan Nashville Tennessee:

(e) to solicit and raise funds from public and private sources sufficient to develop and maintain such projects and activities as the corporation might undertake in furtherance of its purposes;

(f) to purchase, lease, or otherwise acquire such property, real or personal, sufficient for its purposes;

(g) to carry on any other similar activity in connection with the foregoing and to have and exercise all of the powers conferred on non-profit corporations by the laws of the State of Tennessee and Section 501 (c) (3) of the Internal Revenue Code of 1954 such that the corporation remains a non-profit entity.

6. The corporation shall not have members.

7. At all times, notwithstanding any change of name, merger, or dissolution:

(a) the corporation shall not possess or exercise any power or authority that will prevent it any time from qualifying or continuing to qualify as a tax-exempt corporation as defined in Section 501 (c) (3) of the Internal Revenue Code of 1954;

(b) no part of the assets or net earnings of the corporation shall be used for purposes that are not exclusively charitable or educational within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1954.

(c) the corporation shall not attempt to influence legislation except to the extent permitted under the 1976 Amendments to the Internal Revenue Code of 1954 nor shall it intervene in any manner in any political campaign on behalf of any candidate for public office;

(d) no part of the assets or net earnings,

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MAY 31 1978

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SECRETARY OF STATE

BOOK 5298 PAGE 218

nor any compensation or other payment shall be paid to any officer, Board member, or incorporator of the corporation except as reasonable compensation for services rendered.

8. Upon the termination or dissolution of the corporation in any manner or for any reason, its assets, if any, remaining after payment of all liabilities, shall be distributed to, and only to, one or more organizations described in Section 501(c)(3) of the Internal Revenue Code of 1954.

THIS 2 day of May, 1978.

Ms. Sallie M. Amburgey

Ms. India Caldwell

Virginia M. George

Reatha Smith

1978 MAY 31 PM 1:35



BILL GARRETT, Davidson County

Trans: T20140083838 CHARTER

Recvd: 11/06/14 09:50 2 pgs

Fees: 7.00 Taxes: 0.00



20141106-0102511

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

UNITED NEIGHBORHOOD HEALTH SERVICES, INC.
711 MAIN ST
NASHVILLE, TN 37206-3605

October 17, 2014

Filing Acknowledgment

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

Control # : 52519 Status: Active

Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 1674291

Filing Fee: \$20.00

Payment-Check/MO - UNITED NEIGHBORHOOD HEALTH SERVICES, NASHVILLE, TN

\$20.00

Amendment Type: Assumed Name

Image # : B0012-7250

Filed Date: 10/17/2014 1:02 PM

This will acknowledge the filing of the attached assumed name 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. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Tre Hargett
Secretary of State

Processed By: Kelli Wiggins

Field Name	Changed From	Changed To
New Assumed Name	No Value	Neighborhood Health

State of Tennessee



Department of State

Corporate Filings
312 Rosa L. Parks Ave.
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office Use Only

FILED

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is United Neighborhood Health Services, Inc.

2. The state or country of incorporation is Tennessee.

3. The corporation intends to transact business in Tennessee under an assumed corporate name.

4. The assumed corporate name the corporation proposes to use is

Neighborhood Health

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date

10/16/2014

United Neighborhood Health Services, Inc.
Name of Corporation

Chief Executive Officer
Signer's Capacity

Signature

Mary Bufwack

Mary Bufwack
Name (typed or printed)

RECEIVED BY THE SECRETARY OF THE STATE OF TENNESSEE
10/17/2014 1:15 PM



Bill Garrett

Davidson

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: **T20140083838**

Date/Time: 11/06/2014 09:50:31

Method Received: Mail

Clerk: bwells

Customer Name : DOBBINS VENICK KUHN & BYASSEE PLLC MAILING ENVELOPE - POSTAGE

Transaction Detail

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Gen. Fee</u>	<u>Equip. Fee</u>	<u>Transfer Tax</u>	<u>Mortgage Tax</u>	<u>Copy</u>	<u>Cert. Copy</u>	<u>Copy Fee</u>	<u># Pgs</u>	<u>Consideration</u>	<u>Subtotal</u>
201411060102511	CHARTER	\$5.00	\$2.00	\$0.00	\$0.00	N	N	\$0.00	2		\$7.00

First Party Name

STATE OF TENNESSEE

Second Party Name

NEIGHBORHOOD HEALTH

Payment Information

Method of Payment

Check

Payment Control ID

2573

Authorized Agent

Company

Amount

\$7.00

AMOUNT PAID: \$7.00

LESS AMOUNT DUE: \$7.00

CHANGE RECEIVED: \$0.00

Details



UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

27II FOSTER AVENUE NASHVILLE TN 37210

Mr. BRIAN HAILE

(615) 227-3000

<http://www.neighborhoodhealthtn.org>

Status: Active

CO Number: CO1637

Registration Date: 11/26/2008

Renewal Date: 07/31/2025

Purpose

To improve the health and quality of life of the underprivileged, vulnerable and minority infants, children, teens, adults and seniors of Nashville/Davidson County and Middle Tennessee by providing health services and programs promoting health policies that prevent and control disease, injury and disability.

Financials (29)	▼
Officers (17)	▼
Charity Events (0)	▼



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee’s 37th secretary of state in 2009 and re-elected in 2013, 2017, 2021, and 2025. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



Details



UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

27II FOSTER AVENUE NASHVILLE TN 37210

Mr. BRIAN HAILE

(615) 227-3000

<http://www.neighborhoodhealthtn.org>

Status: Active

CO Number: COI637

Registration Date: 11/26/2008

Renewal Date: 07/31/2025

Purpose

To improve the health and quality of life of the underprivileged, vulnerable and minority infants, children, teens, adults and seniors of Nashville/Davidson County and Middle Tennessee by providing health services and programs promoting health policies that prevent and control disease, injury and disability.

Financials (29)	▼
Officers (17)	▼
Charity Events (0)	▼

Tennessee Code Unannotated

State Comptroller

State Treasurer

Title VI Information

Public Records Policy and Records Request Form



SUBSCRIBE

UNITED NEIGHBORHOOD HEALTH SERVICES, INC.

Entity Type: Nonprofit Corporation

Formed in: TENNESSEE

Term of Duration: Perpetual

Religious Type: Non-Religious

Benefit Type: Public Benefit Corporation

Status: Active

Control Number: 000052519

Initial Filing Date: 5/31/1978 4:30:00 PM

Fiscal Ending Month: January

AR Due Date: 05/01/2026

Registered Agent

BRIAN HAILE

2711 FOSTER AVE

NASHVILLE, TN 37210

Principal Office Address

2711 FOSTER AVE

NASHVILLE, TN 37210-5307

Mailing Address

2711 FOSTER AVE

NASHVILLE, TN 37210-5307

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: N/A
-------------------	-------------------	----------------------	-----------------------

History (47) ^			
Type	Date	Tracking Number	Change History
2025 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/7/2025 1:16:27 PM	B2025210336	<ul style="list-style-type: none">Annual Report Due Date changed from: 5/1/2025 to: 5/1/2026Officers ChangedNAICS changed
Assumed Name Renewal for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	6/17/2024 1:45:00 PM	B1573-5864	<ul style="list-style-type: none">Assumed Name changed from: Neighborhood Health to: Neighborhood HealthExpiration Date changed from: 08/08/2024 to: 06/17/2029
Assumed Name for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	3/22/2024 1:12:22 PM	B1533-1619	<ul style="list-style-type: none">New Assumed Name changed from: No Value to: Salvus Center
2024 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	2/9/2024 8:28:01 AM	B1506-5522	
Merger for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	12/21/2023 10:24:00 AM	*B1460-4084	<ul style="list-style-type: none">Qualified Survivor Control #: 000052519Qualified Survivor: UNITED NEIGHBORHOOD HEALTH SERVICES, I (TENNESSEE)Qualified Non-survivor Control #: 000486487Qualified Non-survivor: SALVUS CENTER, INC. (TENNESSEE)

2023 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/10/2023 3:11:10 PM	B1375-9030	
2022 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/20/2022 1:08:20 PM	B1203-2784	
2021 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/28/2021 9:06:00 AM	B1024-9299	
2020 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/30/2020 2:36:05 PM	B0862-3088	
Assumed Name Renewal for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	8/8/2019 10:34:00 AM	B0747-0182	<ul style="list-style-type: none"> ○ Assumed Name changed from: Neighborhood Health to: Neighborhood Health ○ Expiration Date changed from: 10/17/2019 to: 08/08/2024
2019 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/30/2019 4:55:24 PM	B0696-8805	
2018 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/25/2018 12:32:17 PM	B0542-2678	<ul style="list-style-type: none"> ○ Registered Agent First Name changed from: MARY to: BRIAN ○ Registered Agent Last Name changed from: BUFWACK to: HAILE
2017 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/27/2017 4:53:08 PM	B0387-2993	<ul style="list-style-type: none"> ○ Principal Address 1 changed from: 711 MAIN ST to: 2711 FOSTER AVE ○ Principal Postal Code changed from: 37206-3605 to: 37210-5307 ○ Registered Agent Physical Address 1 changed from: 711 MAIN ST to: 2711 FOSTER AVE ○ Registered Agent Physical Postal Code changed from: 37206-3605 to: 37210-5307
2016 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	3/22/2016 2:32:23 PM	B0221-2128	
2015 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/8/2015 5:48:58 PM	B0088-0282	
Assumed Name for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	10/17/2014 1:02:00 PM	B0012-7250	<ul style="list-style-type: none"> ○ New Assumed Name changed from: No Value to: Neighborhood Health

2014 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/10/2014 10:03:54 AM	A0234-2886	<ul style="list-style-type: none"> Principal Address 1 changed from: 617 S 8TH ST to: 711 MAIN ST Principal Postal Code changed from: 37206-3819 to: 37206-3605 Registered Agent Physical Address 1 changed from: 617 S 8TH ST to: 711 MAIN ST Registered Agent Physical Postal Code changed from: 37206-3819 to: 37206-3605
2013 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	3/11/2013 5:17:29 PM	A0160-2417	
2012 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/30/2012 8:00:00 AM	A0120-1038	
2011 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/29/2011 8:00:00 AM	A0071-2275	
2010 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	8/27/2010 8:00:00 AM	A0046-0391	
Notice of Determination for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	7/2/2010 3:00:06 AM	A0036-1693	
System Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/2/2010 3:00:24 AM		
2009 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/27/2009 12:08:24 AM	6525-2257	
2008 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	7/28/2008 12:03:34 AM	6353-1312	<ul style="list-style-type: none"> Principal Address Changed
Notice of Determination for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	7/16/2008 12:00:39 AM	ROLL 6343	
2007 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/30/2007 12:04:45 AM	6044-2383	

2006 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/1/2006 12:02:55 AM	5783-0310	
2005 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/4/2005 12:05:48 AM	5450-0638	
2004 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/4/2004 12:03:42 AM	5128-0755	
2003 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/29/2003 12:02:52 AM	4803-0945	
2002 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/2/2002 12:03:36 AM	4495-1387	
2001 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	4/26/2001 12:03:23 AM	4188-0545	
2000 Annual Report for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/2/2000 12:03:21 AM	3900-1253	
Notice of Determination for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	7/18/1997 12:00:33 AM	ROLL 3367	
CMS Annual Report Update for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	6/24/1992 12:02:06 AM	2490-0442	<ul style="list-style-type: none"> ○ Fiscal Year Close Changed
Articles of Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	12/4/1989 12:00:23 AM	1556-0388	<ul style="list-style-type: none"> ○ Registered Agent Physical Address Change ○ Registered Agent Changed
Administrative Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	9/5/1989 12:00:22 AM	1431-1333	<ul style="list-style-type: none"> ○ Mail Address Changed
Administrative Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	6/24/1987 12:00:49 AM	694 02095	<ul style="list-style-type: none"> ○ Mail Address Changed

Articles of Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/29/1987 12:00:25 AM	689 03047	<ul style="list-style-type: none"> Principal Address Changed
Merger for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	2/26/1986 12:05:37 AM	597 00439	<ul style="list-style-type: none"> Merged Control #: 000052519 Merged Control #: 000090325
Articles of Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	2/26/1986 12:00:44 AM	597 00447	
Articles of Amendment for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	9/18/1985 12:01:16 AM	565 02557	<ul style="list-style-type: none"> Principal Address Changed
Registered Agent Change (by Entity) for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	9/18/1985 12:01:14 AM	565 02558	<ul style="list-style-type: none"> Registered Agent Physical Address Change Registered Agent Changed
Application for Reinstatement for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	9/5/1985 12:00:57 AM	563 02867	
Dissolution/Revocation - Administrative for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	3/20/1985 12:13:40 AM	533 01555	
Initial Filing for UNITED NEIGHBORHOOD HEALTH SERVICES, INC.	5/31/1978 12:00:33 AM	023 00175	

UNITED NEIGHBORHOOD HEALTH SERVICES, INC.
D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

JANUARY 31, 2025 AND 2024

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

FINANCIAL STATEMENTS,
ADDITIONAL INFORMATION
AND
INDEPENDENT AUDITOR'S REPORTS

JANUARY 31, 2025 AND 2024

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UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

MEMBERS OF THE BOARD OF DIRECTORS

<u>Board Member Name</u>	<u>Title</u>
Luis Sura	President
Ashia Cooper-Colquitt	Vice- President
Brian Marshall	Secretary
Nick Scudellari	Treasurer
John E. Baldwin, III	Member
Angela Ballou	Member
Sebastian Barajas	Member
Vicky Batcher	Member
Brenda Morrow	Member
JD Thomas	Member
John Zirker	Member
Gena Ruth Carter, MD	Member
Dilya Knight	Member
Jameka Usher	Member
Brian Haile	Ex-Officio Member

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NASHVILLE, TENNESSEE

MEMBERS OF MANAGEMENT

<u>Board Member Name</u>	<u>Title</u>
Brian Haile	Chief Executive Officer
Ivan Figueredo	Chief Financial Officer
Anthony Villanueva	Chief Information Officer
Dr. Vivak Bhatt	Chief Clinical Officer
Shauna Tucker	Chief Operating Officer
Thelma Bigham	Chief Human Resources Officer
Mary Bufwack	Chief Executive Officer Emeritus



INDEPENDENT AUDITOR'S REPORT

The Board of Directors
United Neighborhood Health Services, Inc. d/b/a Neighborhood Health
Nashville, Tennessee

REPORT ON THE AUDITS OF THE FINANCIAL STATEMENTS

OPINION

We have audited the accompanying financial statements of United Neighborhood Health Services, Inc. d/b/a Neighborhood Health (the "Center"), which comprise the statements of financial position as of January 31, 2025 and 2024, and the related statements of operations and change 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 presented fairly, in all material respects, the financial position of the United Neighborhood Health Services, Inc. d/b/a Neighborhood Health as of January 31, 2025 and 2024, 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 the auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to the 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 Center 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 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 the Center's ability to continue as a going concern within one year after the due 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 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, internal 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 judgement made by a reasonable user based on the financial statements.

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

- Exercise professional judgement 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 the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Center'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 audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and related notes on pages 26-27 and 29 is required by 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 schedule of expenditures of state awards and related notes on pages 28 and 29 is required by the *Audit Manual* issued by the Comptroller of the Treasury of the State of Tennessee. The information 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. Such 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 information is fairly stated, in all material respects, in relation to the financial statements as a whole.

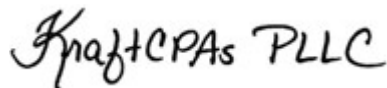
OTHER INFORMATION

Management is responsible for the other information included in the annual report. The other information comprises the introductory section on pages i and ii 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 audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

OTHER REPORTING REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 15, 2025 on our considerations of the Center's internal control over financial reporting and our tests 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 the Center'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 Center's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Kraft CPAs PLLC". The signature is written in a cursive, flowing style.

Nashville, Tennessee
July 15, 2025

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF FINANCIAL POSITION

JANUARY 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 9,264,074	\$ 10,777,647
Patient accounts receivable	858,916	712,135
Grants receivable	1,151,919	1,123,671
Other receivables	633,236	505,225
Contracts receivable	626,268	607,825
Prepaid expenses and other current assets	<u>279,724</u>	<u>389,158</u>
TOTAL CURRENT ASSETS	12,814,137	14,115,661
Property and equipment, net	10,931,839	10,750,522
Operating leases, right-of-use assets	249,159	353,889
Other assets	<u>5,971</u>	<u>5,971</u>
TOTAL ASSETS	<u>\$ 24,001,106</u>	<u>\$ 25,226,043</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 403,318	\$ 459,063
Patient refunds payable	186,322	208,408
Accrued expenses	32,171	26,711
Accrued compensation	1,076,503	967,535
Deferred grant revenue	20,148	44,767
Current maturities of operating lease liabilities	<u>110,129</u>	<u>102,393</u>
TOTAL CURRENT LIABILITIES	1,828,591	1,808,877
Operating lease liabilities, non-current	<u>146,426</u>	<u>256,881</u>
TOTAL LIABILITIES	<u>1,975,017</u>	<u>2,065,758</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Board designated for emergency reserve	5,264,800	5,663,645
Undesignated	<u>16,761,289</u>	<u>17,496,640</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>22,026,089</u>	<u>23,160,285</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 24,001,106</u>	<u>\$ 25,226,043</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF OPERATIONS AND CHANGE IN NET ASSETS

FOR THE YEARS ENDED JANUARY 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
REVENUES AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS		
HHS grants	\$ 11,220,248	\$ 12,860,684
Patient services	6,516,434	6,188,764
Contract services	3,262,365	3,058,724
In-kind revenue	1,093,017	1,084,974
Contributions	246,983	174,974
Primary care and dental care safety net services	2,539,950	2,475,546
Accountable care organization payments	400,977	636,902
Other revenues	<u>416,212</u>	<u>320,304</u>
 TOTAL REVENUES AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS	 <u>25,696,186</u>	 <u>26,800,872</u>
 FUNCTIONAL EXPENSES		
Program services	22,439,900	21,416,967
Management and general	<u>4,397,482</u>	<u>4,192,770</u>
 TOTAL FUNCTIONAL EXPENSES	 <u>26,837,382</u>	 <u>25,609,737</u>
 (LOSS) INCOME FROM OPERATIONS	 <u>(1,141,196)</u>	 <u>1,191,135</u>
 NON-OPERATING INCOME (EXPENSE)		
Contribution received in the acquisition of Salvus	-	1,294,074
Gain from insurance claims	-	106,007
Gain (loss) on disposal of property and equipment	<u>7,000</u>	<u>(8,201)</u>
 TOTAL NON-OPERATING INCOME (EXPENSE)	 <u>7,000</u>	 <u>1,391,880</u>
 CHANGE IN NET ASSETS	 (1,134,196)	 2,583,015
 NET ASSETS - BEGINNING OF YEAR WITHOUT DONOR RESTRICTIONS	 <u>23,160,285</u>	 <u>20,577,270</u>
 NET ASSETS - END OF YEAR WITHOUT DONOR RESTRICTIONS	 <u>\$ 22,026,089</u>	 <u>\$ 23,160,285</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF FUNCTIONAL EXPENSES

FOR THE YEARS ENDED JANUARY 31, 2025 AND 2024

	2025			2024		
	Program Services	Management and General	Total	Program Services	Management and General	Total
Salaries and wages	\$12,409,258	\$ 2,487,810	\$ 14,897,068	\$ 11,989,584	\$ 2,352,024	\$ 14,341,608
Employee benefits	<u>2,642,673</u>	<u>529,803</u>	<u>3,172,476</u>	<u>2,500,183</u>	<u>490,467</u>	<u>2,990,650</u>
Total personnel expenses	<u>15,051,931</u>	<u>3,017,613</u>	<u>18,069,544</u>	<u>14,489,767</u>	<u>2,842,491</u>	<u>17,332,258</u>
Advertising and promotion costs	74,455	18,683	93,138	66,655	17,251	83,906
Consumable supplies	690,312	239,034	929,346	640,414	221,756	862,170
Depreciation	550,396	138,115	688,511	581,678	150,545	732,223
Dues and subscriptions	126,604	25,381	151,985	147,915	29,017	176,932
Equipment and rental	142,543	35,769	178,312	140,899	36,466	177,365
Healthcare consultants and other contractual services	1,294,365	280,462	1,574,827	1,254,690	279,905	1,534,595
Insurance	99,486	19,945	119,431	80,756	15,842	96,598
Information technology	725,007	181,932	906,939	598,446	154,885	753,331
Laboratory	130,168	-	130,168	132,602	-	132,602
Occupancy	395,163	99,162	494,325	368,060	95,258	463,318
Other	166,812	41,859	208,671	207,565	53,720	261,285
Pharmaceutical drugs	1,787,503	-	1,787,503	1,493,896	-	1,493,896
Printing, postage and publications	85,802	17,202	103,004	79,489	15,594	95,083
Professional services	263,679	88,712	352,391	253,965	85,445	339,410
Radiology	3,675	-	3,675	24,336	-	24,336
Repairs and maintenance	160,356	40,239	200,595	175,483	45,417	220,900
Staff training	140,303	28,128	168,431	177,815	34,882	212,697
Telephone	209,322	41,965	251,287	195,752	38,401	234,153
Travel, conferences and meetings	50,420	10,108	60,528	55,947	10,975	66,922
Utilities	<u>291,598</u>	<u>73,173</u>	<u>364,771</u>	<u>250,837</u>	<u>64,920</u>	<u>315,757</u>
Total other operating expenses	<u>7,387,969</u>	<u>1,379,869</u>	<u>8,767,838</u>	<u>6,927,200</u>	<u>1,350,279</u>	<u>8,277,479</u>
TOTAL EXPENSES	<u>\$ 22,439,900</u>	<u>\$ 4,397,482</u>	<u>\$ 26,837,382</u>	<u>\$ 21,416,967</u>	<u>\$ 4,192,770</u>	<u>\$ 25,609,737</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JANUARY 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Receipts from HHS grants	\$ 11,220,248	\$ 12,860,684
Receipts from and on behalf of patients	8,844,455	8,531,869
Receipts from contract services	3,134,354	3,676,026
Receipts from other revenue	788,941	1,374,568
Receipts from contributions	246,983	174,974
Payments to suppliers and contractors	(6,925,150)	(6,672,522)
Payments to or on behalf of employees	<u>(17,960,576)</u>	<u>(17,228,019)</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>\$ (650,745)</u>	<u>\$ 2,717,580</u>
INVESTING ACTIVITIES		
Cash received in acquisition of Salvus	-	237,355
Proceeds from the sale of property and equipment	7,000	-
Purchases of property and equipment	<u>(869,828)</u>	<u>(727,345)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(862,828)</u>	<u>(489,990)</u>
FINANCING ACTIVITIES		
Proceeds from insurance claims	<u>-</u>	<u>213,900</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>-</u>	<u>213,900</u>
CHANGE IN CASH AND CASH EQUIVALENTS	(1,513,573)	2,441,490
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>10,777,647</u>	<u>8,336,157</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 9,264,074</u>	<u>\$ 10,777,647</u>
CASH PAID FOR:		
Operating leases	<u>\$ 115,109</u>	<u>\$ 106,009</u>
NONCASH OPERATING ACTIVITIES:		
ROU assets obtained in exchange for operating lease liabilities	<u>\$ -</u>	<u>\$ 126,835</u>
In-kind contributions and expenses	<u>\$ 1,093,017</u>	<u>\$ 1,084,974</u>

See accompanying notes to financial statements.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED JANUARY 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
OPERATING ACTIVITIES		
Change in net assets	\$ (1,134,196)	\$ 2,583,015
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation	688,511	732,223
Contribution received in the acquisition of Salvus	-	(1,294,074)
Gain from insurance claims	-	(106,007)
(Gain) loss on disposal of property and equipment	(7,000)	8,201
(Increase) decrease in:		
Patient accounts receivable	(146,781)	8,313
Grants receivable	(28,248)	417,362
Other receivables	(128,011)	617,302
Contracts receivable	(18,443)	(200,023)
Prepaid expenses and other current assets	109,434	(7,848)
Operating leases, right-of-use assets	104,730	99,346
Increase (decrease) in:		
Accounts payable	(55,745)	(210,446)
Patients refunds payable	(22,086)	66,752
Accrued expenses	5,460	1,829
Accrued compensation	108,968	104,239
Deferred grant revenue	(24,619)	(7,483)
Operating lease liabilities	(102,719)	(95,121)
TOTAL ADJUSTMENTS	<u>483,451</u>	<u>134,565</u>
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(650,745)</u>	<u>2,717,580</u>

See accompanying notes to financial statements.

NOTES TO THE FINANCIAL STATEMENTS

JANUARY 31, 2025 AND 2024

NOTE 1 - NATURE OF OPERATIONS

United Neighborhood Health Services, Inc. d/b/a Neighborhood Health (the “Center”) is a not-for-profit corporation that operates Federally Qualified Health Centers (“FQHC”) located in the State of Tennessee in Davidson, Trousdale and Wilson counties. The Center provides a broad range of primary health care services to a largely medically underserved population.

The U.S. Department of Health and Human Services (the “HHS”) provides substantial support to the Center. The Center is obligated under the terms of the HHS grants to comply with specified conditions and program requirements set forth by the grantor.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (“GAAP”).

Use of Estimates

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 revenues and expenses during the reporting period. These estimates and assumptions are based on management’s best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment. Management adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. Changes in those estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

In particular, laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates related to these programs will change by a material amount in the near term.

Revenue Recognition

Patient Services

Patient service revenue is reported at the amount that reflects the consideration to which the Center expects to be entitled in exchange for providing patient care to patients, third-party payors and others for services rendered and include estimated retroactive revenue adjustments due to future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews and investigations. Revenue is recognized as the performance obligations are satisfied.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Patient Services (Continued)

Performance obligations are determined based on the nature of the services provided by the Center. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. The Center believes that this method provides an accurate depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving care. The Center measures the performance obligation from commencement of service to the point when it is no longer required to provide services to the patient.

The Center determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Center's policy, or implicit price concessions provided to uninsured patients. The Center determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Center determines its estimate of implicit price concessions based on its historical collection experience with each class of patients.

Medicare and Medicaid

Medicare and Medicaid revenue are reimbursed to the Center at reimbursement rates determined for each program. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year in which the revisions are made.

TennCare Managed Care Wraparound Payments

The State of Tennessee provides additional payments to community health clinics to subsidize the cost of care to TennCare recipients above the payment amount made by the managed care Centers. The Center received \$1,887,208 and \$1,926,778 for the years ended January 31, 2025 and 2024, respectively, and is included within patient services on the statements of operations and change in net assets. At January 31, 2025 and 2024, the Center had an outstanding receivable for the program of \$629,047 and \$499,362, respectively, which is included in other receivables on the statements of financial position.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Grants

Revenue from government grants and contract agreements, which are generally considered non-exchange transaction with conditions, are recognized when qualifying expenditures are incurred and conditions under the agreements are met. Payments received in advance of conditions being met are recorded as deferred revenue on the statements of financial position. Grants receivable are recorded when conditions have been satisfied but the payment has not yet been received. Deferred grant revenue at January 31, 2025 and 2024 was \$20,148 and \$44,767, respectively.

At January 31, 2025 and 2024, the Center has been approved for conditional grants and contracts from governmental and not-for-profit entities in the aggregate amounts of \$7,096,683 and \$6,239,998, respectively, which have not been recorded in these financial statements. These grant contracts require the Center to provide certain healthcare services during specified periods. If such services are not provided during the periods, the grantors are not obligated to expend the funds allotted under the grant contracts.

Charity Care

Consistent with the Center's mission, care is provided to patients regardless of their ability to pay. Therefore, the Center has determined it has provided implicit price concessions to uninsured and underinsured patients. The implicit price concessions included in estimating the transaction price represents the difference between amounts billed to patients and the amounts the Center expects to collect based on its collection history with those patients.

The Center provides care to uninsured and underinsured patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than the established rates. Charity care services are computed using a sliding fee scale based on patient income and family size. For uninsured or underinsured patients that do not qualify for charity care, the Center recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates, if negotiated or provided by policy. The Center maintains records to identify and monitor the level of sliding fee discounts it provides.

The Center's estimated annual cost of providing charity care for the years ended January 31, 2025 and 2024 was \$7,454,618 and \$7,763,177, respectively. The Center is able to provide these services with a component of funds received through grants.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Other

The Center also enters into payment agreements with certain commercial insurance carriers, health maintenance companies and preferred provider companies. The basis for payment to the entities under these agreements include discounts from established charges and prospectively-determined daily rates. Settlements with third-party payors for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Center's historical settlement activity. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews and investigations.

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. The Center also provides services to uninsured patients and offers those uninsured patients a discount, either by policy or law, from standard charges. The Center estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions based on historical collection experience which is updated to reflect the expected credit losses based on current conditions and any reasonable and supportable forecasts and is reflected as a reduction to patient service revenue. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as implicit price concessions.

The Center has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the following factors:

- Payors (for example, Medicare, Medicaid, other insurance, or patient) have different reimbursement and payment methodologies
- Length of the patient's service or episode of care
- Method of reimbursement

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Contributions

Contributions are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as net assets with donor restrictions and net assets without donor restrictions. Net assets without donor restrictions are not subject to donor-imposed stipulations. Net assets with donor restrictions are subject to donor-imposed stipulations. Donor-restricted contributions whose restrictions expire during the same fiscal year are recognized as revenue without donor restriction, which require the Center to provide specific services and, if not, the contribution is reported as a net asset with donor restriction until the specific services have been provided. There were no net assets with donor restrictions at January 31, 2025 or 2024.

In-Kind Revenue

Donated goods are recorded as revenue and either an asset or expense in the period received at fair value if there is an objective and measurable basis for determining such value.

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

Donated assets are recorded at their estimated fair value in the statements of operations and change in net assets in the period donated.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when originally purchased, excluding amounts limited as to use, to be cash equivalents. Cash and cash equivalents consist of deposit accounts with financial institutions and cash deposits with a financial services company.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Accounts Receivable

The Center reports patient accounts receivable for services rendered at net realizable amounts from third-party payors, patients and others. The Center has agreements with third-party payors that provide for payments at amounts different from its established rates. In valuing accounts receivables, management estimates contractual discounts from third party payors based on management's estimated reimbursement under agreements with those third-party payors. It is not the policy of the Center to place a patient on non-accrual basis. Patient accounts receivable due directly from patients have also been adjusted to fair value via estimated implicit price concessions to reflect the amount of consideration the Center expects to collect. Management performs ongoing credit evaluations of its accounts receivable balances and has provided for potential credit losses through an allowance for estimated price concessions. The Center estimates the allowance for estimated implicit price concessions (credit losses) based on a percentage of aged patient account balances and third-party payor receivables deemed to be uncollectible after all claims submission attempts have been exhausted or upon the expiration of the statutory contract terms with each payor. Accounts determined to be uncollectible are charged off against the allowance in the period of determination. Subsequent recoveries of previously charged off accounts are credited to the allowance in the period received.

The Center, like other health care providers, may be subject to investigations, regulatory action, lawsuits, and claims arising out of the conduct of its business, including the interpretation of laws and regulations governing the Medicare and Medicaid programs and other third-party payor agreements. At this time, no specific alleged violations, claims, or assessments are pending. Management intends to fully cooperate with any governmental agencies' requests for information. Noncompliance with laws and regulations can make the Center subject to regulatory action, including fines, penalties, and exclusion from the Medicare and Medicaid program.

Prepaid Expenses

Prepaid expenses are amortized over the estimated period of future benefit, generally on a straight-line basis. Prepaid expenses as of January 31, 2025 and 2024 were \$239,368 and \$354,010, respectively.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are recorded at cost. The Center capitalizes all purchases of property and equipment in excess of \$5,000.

Depreciation is recorded using accelerated and straight-line methods over the assets' estimated useful lives, except for leasehold improvements, which are depreciated over the shorter of their estimated useful lives or the respective lease term, as follows:

Land improvements	5 years
Buildings and improvements	15 to 40 years
Leasehold improvements	10 years or life of lease
Medical and dental equipment	5 years
Computer software	5 years
Automobiles	3 to 10 years
Furniture and equipment	5 years

Expenditures for maintenance and repairs are expensed when incurred. Expenditures for renewals or improvements are capitalized.

The Center reviews the carrying value of property and improvements 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 disposition. In the event that facts and circumstances indicate that the carrying amount of an asset may not be recoverable, an evaluation of recoverability would be performed.

Leases

The Center made an accounting policy election available under Topic 842 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, the Center 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, the Center made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

The Center's policy is to compensate employees for unused, earned vacation leave. Accumulated vacation pay is accrued as of the statements of financial position date because it is payable upon termination of employment if certain conditions are met. Compensated absences as of January 31, 2025 and 2024 were \$520,712 and \$521,645, respectively, and are included in accrued compensation in the accompanying statements of financial position.

Functional Expenses

Expenditures incurred in connection with the Center's operations and supporting services have been summarized on a functional basis in the statements of operations and change in net assets. The statements of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among program and management and general. Salaries and wages, employee benefits, insurance, telephone, travel, conferences, meetings, dues and subscriptions, printing, postage, publications, and staff training are allocated based on a review of time and effort. Consulting, repairs and maintenance, occupancy, depreciation, equipment rental and other expenses are allocated based on utilized square footage.

Operating Activity

The Center's primary purpose is to provide healthcare services through its acute care facilities. As such, activities related to the ongoing operations of the Center are classified as operating revenues. Operating revenues include those generated from direct patient care, related support services and miscellaneous revenues related to the operations of the Center. In addition, contributions that are used to support health-related activities are reported as operating revenue.

Income Taxes

The Center is exempt from federal income taxes under the provisions of Internal Revenue Code Section 501(c)(3), and, accordingly, no provision for income taxes is included in the financial statements. However, certain activity of the Center may be subject to unrelated business income tax.

Management performs an evaluation of all income tax positions taken or expected to be taken in the course of preparing the Center'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. The Center does not have any uncertain tax positions and did not record any penalties or interest associated with uncertain tax positions as of January 31, 2025 or 2024.

Advertising and Promotion Costs

Advertising and promotion costs are expensed as incurred.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Events Occurring After Report Date

In preparing these financial statements, the Center has evaluated events and transactions for potential recognition or disclosure through July 15, 2025, the date the financial statements were available to be issued.

NOTE 3 - ACQUISITION

On March 31, 2023, the Center entered into an Agreement and Plan of Merger (the “Agreement”) with Salvus Center, Inc. (“Salvus”), a nonprofit corporation organized under the laws of the State of Tennessee. Under the terms of the Agreement, Salvus would merge with and into the Center and the Center would be the sole surviving entity. The merger became effective on January 1, 2024.

The acquisition was accounted for under the acquisition method of accounting. Under the acquisition method of accounting, the results of operations of the acquired business are included in the accompanying financial statements from the date of acquisition. The net assets of Salvus were adjusted to their estimated fair value as of the date of acquisition. Under the terms of the Agreement, no consideration was transferred. Accordingly, the Center recognized the fair value of the net assets acquired as a contribution received during the year ended January 31, 2024.

A summary of the transaction follows:

ASSETS ACQUIRED (LIABILITIES ASSUMED)

Cash	\$	237,355
Grants receivable		79,051
Property and equipment		978,789
Prepaid expenses and other current assets		379
Accrued expenses		<u>(1,500)</u>
Contribution received in the acquisition of Salvus	\$	<u>1,294,074</u>

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 4 - CONTRACT BALANCES

Patient accounts receivable from contracts with customers consisted of the following as of January 31, 2025 and 2024:

	<u>2025</u>	<u>2024</u>
Beginning of year	\$ 712,135	\$ 582,848
End of year	<u>\$ 858,916</u>	<u>\$ 712,135</u>

At January 31, 2025 and 2024 estimated implicit price concessions (credit losses) of \$1,413,067 and \$721,011 have been recorded as reductions to patient accounts receivable for patient service revenues and the related accounts receivable to be recorded at the estimated amounts the Center expects to collect.

NOTE 5 - LIQUIDITY AND AVAILABILITY

The Center's financial assets available for general expenditures, that is, without donor or other restrictions limiting their use, within one year of the statements of financial position date consist of the following as of January 31:

	<u>2025</u>	<u>2024</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 9,264,074	\$ 10,777,647
Patient accounts receivable	858,916	712,135
Grants receivable	1,151,919	1,123,671
Other receivables	633,236	505,225
Contracts receivable	<u>626,268</u>	<u>607,825</u>
Total financial assets	12,534,413	13,726,503
Less amounts not available to be used within one year:		
Board designated net assets	<u>(5,264,800)</u>	<u>(5,663,645)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 7,269,613</u>	<u>\$ 8,062,858</u>

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Center has a policy to maintain a balance of cash to meet 45 days of operating expenses. At January 31, 2025 and 2024, the Board of Directors had designated \$5,264,800 and \$5,663,645, respectively, of the cash and cash equivalents above as an emergency reserve. Although the Center does not intend to spend from board designated emergency reserve, these amounts could be made available if necessary.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2025 AND 2024

NOTE 6 - IN-KIND REVENUE

The Center occupies four facilities that are separately owned by the Metropolitan Development Housing Agency, HCA Health Services of Tennessee, Inc., Nashville Rescue Mission and Nashville CARES. Donated space is recorded at fair value of the space donated. For the years ended January 31, 2025 and 2024, donated space amounted to \$217,840 and \$198,495, respectively, and the offsetting expense is included in occupancy expense on the statements of functional expenses.

The Center receives donated vaccines during the year. Donated vaccines are recorded at the fair market value of the vaccines that were received. For the years ended January 31, 2025 and 2024, vaccines contributed to the Center amounted to \$820,360 and \$732,001, respectively, and the offsetting expense is included in pharmaceuticals on the statements of functional expenses.

The Center receives an in-kind donation of lab services for its indigent patients from the lab supplier through waiver of fees for certain patients who qualify. For the years ended January 31, 2025 and 2024, lab services contributed to the Center amounted to \$54,817 and \$154,478, respectively, and the offsetting expense is included in laboratory on the statements of functional expenses.

All in-kind revenues are utilized in the Center's programs.

NOTE 7 - DISAGGREGATION OF REVENUE

The Center disaggregates its revenue from contracts with customers by payor source, as the Center believes it best depicts how the nature, amount, timing and uncertainty of its revenue and cash flows are affected by economic factors. Patient service revenue for the years ended January 31, 2025 and 2024 is as follows:

	<u>2025</u>	<u>Ratio</u>		<u>2024</u>	<u>Ratio</u>
Medicare	\$ 370,711	5.69 %		\$ 373,188	6.03 %
TennCare managed care	1,561,482	23.96		1,891,422	30.56
Other insurance	1,729,391	26.54		1,368,196	22.11
Self-pay patients	<u>2,854,850</u>	<u>43.81</u>		<u>2,555,958</u>	<u>41.30</u>
Total	<u>\$ 6,516,434</u>	<u>100.00 %</u>		<u>\$ 6,188,764</u>	<u>100.00 %</u>

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 8 - U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OPERATING GRANTS

For the year ended January 31, 2025 and 2024, the Center received the following grants from the HHS:

<u>2025</u>			
<u>Grant Number</u>	<u>Grant Period</u>	<u>Total Grant Awarded</u>	<u>Operating Revenue</u>
H80CS00394	02/01/24 - 01/31/25	\$ 9,863,313	\$ 9,863,313
H8FCS40508	04/01/21 - 03/31/24	9,077,750	378,951
H8GCS48454	12/01/22 - 10/31/24	267,826	131,388
H8LCS51531	09/01/23 - 12/31/24	203,733	96,596
CE2CS52606	09/30/23 - 09/29/26	<u>750,000</u>	<u>750,000</u>
		<u>\$20,162,622</u>	<u>\$11,220,248</u>
<u>2024</u>			
<u>Grant Number</u>	<u>Grant Period</u>	<u>Total Grant Awarded</u>	<u>Operating Revenue</u>
H80CS00394	02/01/23 - 01/31/24	\$ 9,818,973	\$ 9,651,634
H8FCS40508	04/01/21 - 03/31/24	9,077,750	2,506,782
H8GCS48454	12/01/22 - 03/31/24	267,826	199,239
H8LCS51531	09/01/23 - 12/31/24	203,733	107,137
C8ECS44614	09/15/21 - 09/14/24	<u>842,232</u>	<u>395,892</u>
		<u>\$20,210,514</u>	<u>\$12,860,684</u>

As of January 31, 2025 and 2024, the Center had outstanding receivables from HHS of \$377,653 and \$376,020, respectively, and is included in grants receivable on the statements of financial position.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 9 - PROPERTY AND EQUIPMENT

Property and equipment at January 31 was as follows:

	<u>2025</u>	<u>2024</u>
Land and land improvements	\$ 1,496,722	\$ 1,496,722
Buildings and improvements	15,200,812	14,289,430
Leasehold improvements	780,800	780,800
Medical and dental equipment	872,537	838,121
Computer software	1,154,843	1,154,843
Automobiles	272,496	367,796
Furniture and equipment	492,779	487,779
Construction in-progress	<u>640,483</u>	<u>721,451</u>
	20,911,472	20,136,942
Less: accumulated depreciation	<u>(9,979,633)</u>	<u>(9,386,420)</u>
	<u>\$ 10,931,839</u>	<u>\$ 10,750,522</u>

Construction in-progress consists of costs to improve buildings and are estimated to be completed primarily during the year ended January 31, 2026. Total commitments on construction as of January 31, 2025 are approximately \$800,000.

In the event the HHS grants are terminated, HHS reserves the right to transfer all property and equipment purchased with grant funds to the Public Health Services.

NOTE 10 - EMPLOYEE BENEFIT PLANS

The Center sponsors a 403(b) defined-contribution plan covering substantially all employees. Employees may make contributions to the plan which are limited to a maximum annual amount as set periodically by the Internal Revenue Service. All employee contributions vest immediately. The Center is permitted to make non-elective contributions but has not made any such contributions as of January 31, 2025 and 2024. Employer matching contributions amounted to \$283,048 and \$264,465 for the years ended January 31, 2025 and 2024, respectively, and are included in employee benefits expense on the statements of functional expenses.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 11 - LEASES

The Center leases space under noncancelable operating lease agreements that have initial terms ranging from 1 to 4 years. The Center's operating leases generally do not contain any material restrictive covenants or residual value guarantees. Operating lease cost is recognized on a straight-line basis over the lease term.

The components of lease expense are as follows for the year ended January 31:

	<u>2025</u>	<u>2024</u>
Operating lease cost	\$ 117,213	\$ 113,901
Short-term lease cost	<u>29,800</u>	<u>26,678</u>
Total lease cost	<u>\$ 147,013</u>	<u>\$ 140,579</u>

See Note 6 for additional information regarding donated rent.

Additional information related to leases is as follows as of January 31:

	<u>2025</u>	<u>2024</u>
Operating leases:		
Operating leases, right-of-use assets	<u>\$ 249,159</u>	<u>\$ 353,889</u>
Current maturities of operating lease liabilities	\$ 110,129	\$ 102,393
Operating lease liabilities, non-current	<u>146,426</u>	<u>256,881</u>
Total operating lease liabilities	<u>\$ 256,555</u>	<u>\$ 359,274</u>

Weighted-average remaining lease term:

Operating leases	2.55 years	3.48 years
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Weighted-average discount rate:

Operating leases	4.18%	4.20%
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NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 11 - LEASES (CONTINUED)

Future undiscounted cash flows and a reconciliation to the lease liabilities recognized on the statements of financial position are as follows as of January 31, 2025:

Year ending January 31:

2026	\$	118,339
2027		94,005
2028		<u>57,302</u>
Total lease payments		269,646
Less: imputed interest		<u>(13,091)</u>
Total present value of lease liabilities	\$	<u>256,555</u>

NOTE 12 - COMMITMENTS AND CONTINGENT LIABILITIES

The Center has contracted with various funding agencies to perform certain healthcare services and receives Medicare and other revenue from the federal government. Reimbursements received under these contracts and payments under Medicare are subject to audit by federal and state governments and other agencies. Upon audit, if discrepancies are discovered, the Center could be held responsible for reimbursing the agencies for the amounts in question.

Legal Proceedings

The Center is party to various legal proceedings arising in the ordinary course of business. Management is unaware of any liabilities arising from such proceedings that would exceed the insurance coverage as of January 31, 2025.

Healthcare Industry

The delivery of personal and health care services entails an inherent risk of liability. Participants in the health care services industry have become subject to an increasing number of lawsuits alleging negligence or related legal theories, many of which involve large claims and result in the incurrence of significant exposure and defense costs. The Center is insured with respect to medical malpractice risk on a claims-made basis. The Center also maintains insurance for general liability, director and officer liability and property. Certain policies are subject to deductibles. Management is not aware of any claims which would have a material financial impact.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

JANUARY 31, 2025 AND 2024

NOTE 12 - COMMITMENTS AND CONTINGENT LIABILITIES (CONTINUED)

Healthcare Industry (Continued)

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and/or allegations concerning possible violations of fraud and abuse statutes and/or regulations by health care providers.

Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as repayments for patient services previously billed. Management believes that the Center is currently in compliance with fraud and abuse statutes, as well as other applicable government laws and regulations.

Medical Malpractice Insurance

The Center maintains medical malpractice coverage, through an insurer, that complies with the Federal Tort Claims Act ("FTCA"). FTCA limits malpractice awards to eligible PHS-supported programs and applies to the Center and its employees while providing services within the scope of their responsibilities under grant-related activities.

The Attorney General, through the U.S. Department of Justice, has the responsibility for the defense of the individual and/or grantee for malpractice cases approved for FTCA coverage.

Tornado

On March 3, 2020, the Center lost one of its largest medical and dental clinics as a result of a tornado. The Center received approximately \$0 and \$213,900 of insurance proceeds related to the loss during the years ended January 31, 2025 and 2024, respectively. The insurance proceeds received during 2024 exceeded the amount the Center expected to receive resulting in a gain from insurance claims of \$106,007. Renovations to fix the damage were completed in the year ending January 31, 2024.

NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)JANUARY 31, 2025 AND 2024

NOTE 13 - CREDIT RISK AND OTHER CONCENTRATIONS

Financial instruments that potentially subject the Center to concentrations of credit risk are cash, accounts receivable and grant revenue. The Center's policy is to place cash in highly-rated financial institutions. The Center grants credit without collateral to its patient most of who are insured under third-party payor agreements.

Cash Deposits

The Center maintains cash balances at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation ("FDIC") up to statutory limits. The Center's cash balances may, at times, exceed statutory limits. The Center has not experienced any losses in such accounts, and management considers this to be a normal business risk. At January 31, 2025 and 2024, deposits exceeded the federally insured limits by approximately \$2,600,000 and \$4,417,000, respectively.

Payor Mix of Patient Accounts Receivable

Concentration of credit risk relating to patient accounts receivable is limited to some extent by the diversity and number of patients and payors. The mix of accounts receivable from patients, third party payors and others as of January 31, 2025 and 2024 is as follows:

	<u>2025</u>		<u>2024</u>	
Medicare	11	%	11	%
TennCare managed care	23		27	
Other insurance	36		39	
Self-pay patients	<u>30</u>		<u>23</u>	
Total	<u>100</u>	%	<u>100</u>	%

In addition to patient accounts receivable, a significant portion of the Center's outstanding receivables as of January 31, 2025 and 2024 are from governmental agencies, as such, management believes it represents negligible credit risk.

Grant Revenue

The Center receives substantial amounts of its revenue from federal and state grants. A significant reduction in the amounts received from these resources could have an adverse effect on the operations of the Center.

NOTE 14 - SUBSEQUENT EVENT

On April 17, 2025, the Center entered into a revolving line of credit with a bank in the amount of \$1,200,000. The line of credit has a maturity date of April 30, 2026. Interest is payable at the Wall Street Journal U.S. Prime Rate. The line of credit is secured by the Center's administrative building.

ADDITIONAL INFORMATION

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JANUARY 31, 2025

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Contract/grant Number	Beginning Receivable	Cash Receipts	Expenditures	Ending Receivable
Direct programs:						
U.S. Department of Health and Human Services:						
Health Center Program	93.224 ⁽¹⁾	H80CS00394	\$ 376,020	\$ 9,861,680	\$ 9,863,313	\$ 377,653
Health Center Program	93.224 - COVID-19 ⁽¹⁾	H8FCS40508	-	378,951	378,951	-
Grants for New and Expanding Services Under the Health Center Program	93.527 - COVID-19 ⁽¹⁾	HGCS48454	-	131,388	131,388	-
Grants for New and Expanding Services Under the Health Center Program	93.527 ⁽¹⁾	H8LCS51531	-	96,596	96,596	-
Congressional Directives	93.493 ⁽¹⁾	CE252606	-	750,000	750,000	-
Total Direct Programs			<u>376,020</u>	<u>11,218,615</u>	<u>11,220,248</u>	<u>377,653</u>
Passed through Tennessee Department of Health:						
HIV Care Formula Grants	93.917	GR-24-82843-00	113,706	425,026	385,378	74,058
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323 - COVID-19	Z-22-261443	<u>40,987</u>	<u>40,987</u>	<u>-</u>	<u>-</u>
Total Passed through Tennessee Department of Health:			<u>154,693</u>	<u>466,013</u>	<u>385,378</u>	<u>74,058</u>
Passed through Tennessee Department of Mental Health and Substance Abuse Services:						
Block Grants for Prevention and Treatment of Substance Abuse	93.959	DGA 82366_2024_- 2025__035	6,960	117,120	119,520	9,360
Passed through Tennessee Department of Human Services:						
Community Based Two Generation Services	93.588	34530-75321	106,199	312,720	206,521	-
Passed through Converge, Inc.						
Family Planning Services	93.217	N/A	<u>-</u>	<u>254,076</u>	<u>400,471</u>	<u>146,395</u>
Total U.S. Department of Health and Human Services			<u>643,872</u>	<u>12,368,544</u>	<u>12,332,138</u>	<u>607,466</u>

(continued on next page)

See accompanying notes to schedules of expenditures of federal and state awards on p. 29.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

FOR THE YEAR ENDED JANUARY 31, 2025

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Assistance Listing Number</u>	<u>Contract/grant Number</u>	<u>Beginning Receivable</u>	<u>Cash Receipts</u>	<u>Expenditures</u>	<u>Ending Receivable</u>
U.S. Department of Treasury:						
Passed through Tennessee Department of Health:						
Coronavirus State and Local Fiscal Recovery Funds	21.027 - COVID-19 ⁽¹⁾	N/A	\$ 174,712	\$ 554,015	\$ 499,910	\$ 120,607
Total U.S. Department of Treasury			174,712	554,015	499,910	120,607
Total Federal Awards			\$ 818,584	\$ 12,922,559	\$ 12,832,048	\$ 728,073

(1) Denotes a major program

Total Expenditures by Assistance Listing Number:

93.224 and 93.527 - Health Center Program Cluster	\$ 10,470,248
93.493	750,000
93.917	385,378
93.959	119,520
93.588	206,521
93.217	400,471
21.027 - COVID-19	499,910
	<u>\$ 12,832,048</u>

See accompanying notes to schedules of expenditures of federal and state awards on p. 29.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF EXPENDITURES OF STATE AWARDS

FOR THE YEAR ENDED JANUARY 31, 2025

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Assistance Listing Number</u>	<u>Contract Number</u>	<u>Beginning Receivable</u>	<u>Cash Receipts</u>	<u>Expenditures</u>	<u>Ending Receivable</u>
State Financial Assistance:						
Tennessee Department of Health:						
Primary Care/ Dental Care Services to Uninsured Adults in Tennessee Ages 19-64 (FQHC)	N/A	Z-24-284374	\$ 747,651	\$ 747,651	\$ -	\$ -
Primary Care/ Dental Care Services to Uninsured Adults in Tennessee Ages 19-64 (FQHC)	N/A	Z-25-303318-00	-	1,765,684	2,539,950	774,266
Total Tennessee Department of Health			747,651	2,513,335	2,539,950	774,266
Tennessee Opioid Abatement Council:						
Opioid Abatement and Remediation	N/A	85331	-	103,363	148,295	44,932
Department of Finance and Administration, Office of Criminal Justice Programs:						
TN Strong Families Grant Program	N/A	54029	-	58,339	93,189	34,850
Total State Awards			\$ 747,651	\$ 2,675,037	\$ 2,781,434	\$ 854,048

See accompanying notes to schedules of expenditures of federal and state awards on p. 29.

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED JANUARY 31, 2025

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal and state awards (the “Schedules”) includes the federal and state grant activity of the Center. The information in the Schedules 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”) and the *Audit Manual* issued by the Comptroller of the Treasury of the State of Tennessee. Because the Schedules present only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

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 Center has elected to use the de minimis indirect cost rate (10-percent for February 1, 2024 - September 30, 2024 and 15-percent for October 1, 2024 - January 31, 2025) as allowed under the Uniform Guidance when indirect costs are provided by the applicable grant.

NOTE 3 - PASSED THROUGH TO SUBRECIPIENTS

The Center provided no federal awards to subrecipients.

OTHER REPORTS



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

The Board of Directors
United Neighborhood Health Services, Inc. d/b/a Neighborhood Health
Nashville, Tennessee

We have audited, 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, the financial statements of United Neighborhood Health Services, Inc. d/b/a Neighborhood Health (the “Center”) which comprises the statements of financial position as of January 31, 2025, and the related statements of operations and change 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 July 15, 2025.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

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

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

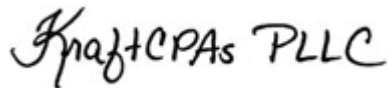
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not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

REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Center'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.

A handwritten signature in black ink that reads "Kraft CPAs PLLC". The signature is written in a cursive, flowing style.

Nashville, Tennessee

July 15, 2025



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
IN ACCORDANCE WITH THE UNIFORM GUIDANCE

The Board of Directors
United Neighborhood Health Services, Inc. d/b/a Neighborhood Health
Nashville, Tennessee

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM

OPINION ON EACH MAJOR FEDERAL PROGRAM

We have audited United Neighborhood Health Services, Inc. d/b/a Neighborhood Health's (the "Center") 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 Center's major federal programs for the year ended January 31, 2025. The Center'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 Center complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended January 31, 2025.

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 the Center 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 the Center'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 the Center'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 Center'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 the Center'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 the Center'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 Center'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 Center'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.

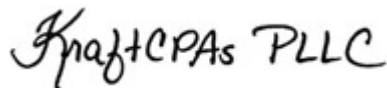
REPORT ON INTERNAL CONTROL OVER COMPLIANCE

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 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.



Nashville, Tennessee

July 15, 2025

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JANUARY 31, 2025

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Are any material weaknesses identified? Yes X No
- Are any significant deficiencies identified? Yes X None Reported
- Is any noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal control over major programs:

- Are any material weaknesses identified? Yes X No
- Are any significant deficiencies identified? 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 2 CFR 200.516(a)? Yes X No

Identification of major program(s):

Assistance Listing Number(s)

Name of Federal Program or Cluster

93.224 and 93.527

Health Center Program Cluster

93.493

Congressional Directives

21.027 - COVID-19

Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee? X Yes No

UNITED NEIGHBORHOOD HEALTH SERVICES, INC. D/B/A NEIGHBORHOOD HEALTH

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

YEAR ENDED JANUARY 31, 2025

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insight Risk - Nashville 2699 Fessey Ct Suite 100 Nashville TN 37204	CONTACT NAME: Julia Simpson PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jsimpson@irmllc.com														
INSURED United Neighborhood Health Services, Inc. 2711 Foster Avenue Nashville TN 37210	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Fidelity & Guaranty Insurance Underwrit</td> <td style="text-align: center;">25879</td> </tr> <tr> <td>INSURER B: Travelers Casualty Ins. Co. of America</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Insurance C</td> <td style="text-align: center;">36161</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co.</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER E: Continental Casualty</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fidelity & Guaranty Insurance Underwrit	25879	INSURER B: Travelers Casualty Ins. Co. of America	19046	INSURER C: Travelers Property Casualty Insurance C	36161	INSURER D: Travelers Indemnity Co.	25658	INSURER E: Continental Casualty	20443	INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** CL2571662563**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			006T145121	7/15/2025	7/15/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>EBL</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	EBL	\$ 1,000,000
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EBL	\$ 1,000,000																				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			006T161201	7/15/2025	7/15/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
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	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			006T166872	7/15/2025	7/15/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6T166245	7/15/2025	7/15/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1000000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1000000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1000000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1000000	E.L. DISEASE - EA EMPLOYEE		\$ 1000000	E.L. DISEASE - POLICY LIMIT		\$ 1000000		
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E.L. DISEASE - EA EMPLOYEE		\$ 1000000																			
E.L. DISEASE - POLICY LIMIT		\$ 1000000																			
E	Cyber Liability			8033250473	7/15/2025	7/15/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim/Aggregate</td><td style="text-align: right;">2,000,000</td></tr> </table>	Per Claim/Aggregate	2,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificates are issued based on the insurance coverage included in the insurance program at the time this certificate was issued. Please review the certificate and contract to be certain the coverage provided meets the contractual obligations. To request any changes to the policy, the named insured must contact our agency.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Public Health Department
 Attn: Beverly Glaze-Johnson
 2500 Charlotte Ave
 Nashville, TN 37209

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Felgendreher/SIMPSON

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