LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/21/26 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: Brad Thompson **Date Prepared:** 06/15/26

Title (Caption): Opioid Recovery Services grant to Matthew Walker's Opioid Recovery Service will implement a culturally tailored education campaign to reach individuals through various means, train additional primary care providers in medications for opioid use disorder and formalize partnerships with trusted community organizations to host events to reduce the stigma of opioid use disorder.

Utilizes the Opioid Settlement account for funding, 30173. 7/26 - 6/28

Submitted to Planning Commission? ☐ **N/A** ☐ **Yes-Date:** _____ **Proposal No:** _____

Proposing Department: Health **Requested By:** Health

Affected Department(s): Health **Affected Council District(s):** all

Legislative Category (check one):

☐ Bonds	☑ Contract Approval	☐ Intergovernmental Agreement
☐ Budget - Pay Plan	☐ Donation	☐ Lease
☐ Budget - 4%	☐ Easement Abandonment	☐ Maps
☐ Capital Improvements	☐ Easement Accept/Acquisition	☐ Master List A&E
☐ Capital Outlay Notes	☐ Grant	☐ Settlement of Claims/Lawsuits
☐ Code Amendment	☐ Grant Application	☐ Street/Highway Improvements
☐ Condemnation	☐ Improvement Acc.	☐ Other: _____

FINANCE **Amount +/-: $** $ 638,789.00 **Match: $** _____

Funding Source:

- Capital Improvement Budget
- Capital Outlay Notes
- Departmental/Agency Budget
- Funds to Metro
- General Obligation Bonds
- Grant
- Increased Revenue Sources
- Judgments and Losses
- Local Government Investment Project
- Revenue Bonds
- Self-Insured Liability
- Solid Waste Reserve
- Unappropriated Fund Balance
- 4% Fund
- Other: _____

Approved by OMB: _____ Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____ **APPROVED BY**

Approved by Div Grants Coordination: _____ **FINANCE DIRECTOR'S OFFICE:** _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy ***Administration –Yellow Copy*** ***Finance Department - Pink Copy***

Grant contract between the Metropolitan Government of Nashville and Davidson County and Matthew Walker Comprehensive Health Center, Contract #_____

GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
MATTHEW WALKER COMPREHENSIVE HEALTH CENTER

This Grant Contract issued and entered into pursuant to Resolution R2026- by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Matthew Walker Comprehensive Health Center, ("Recipient"), is for the provision of Opioid Recovery Services, as further defined in the "SCOPE OF PROGRAM" and detailed in this Grant Contract. Attachments A through H are incorporated herein by reference.

A. **SCOPE OF PROGRAM:**

A.1. The Recipient will use the funds to:

a. Implement a culturally tailored education campaign that reaches at least 5000 individuals through social media, local newspapers, billboards and community events resulting in a 20% increase in inquiries about medications for opioid use disorder services compared to baseline.
b. Train six additional primary care providers in medications for opioid use disorder services.
c. Connect 90% of medications for opioid use disorder patients to at least one wrap-around service (e.g., housing, transportation, food assistance) through partnerships with five community-based organizations leading to a 15% improvement in treatment retention rates.
d. Formalize partnerships with at least five trusted community organizations (e.g., faith-based groups, grassroots leaders, minority-serving institutions) to host events/activities to reduce the stigma of opioid use disorder.

A.2. The Recipient must spend grant 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 upon request.

Recipient must provide to Metro the data and results within fifteen (15) days of receipt of Metro's request.

A.3. The Recipient will only utilize these grant funds for services the Recipient provides to residents and/or visitors of Davidson County.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will commence on the date filed with the Metropolitan Clerk after receiving all required Metro approvals, and end on June 30, 2028. Metro will have no obligation for services rendered by the Recipient that are not performed within this term, although it is understood that Recipient has provided services prior to the commencement of the term of this agreement and will be allowed to submit invoices and paid for services rendered beginning July 1, 2026.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Six Hundred Thirty-Eight Thousand Seven Hundred Eighty-Nine Dollars ($638,789). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are

not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

Subject to modification and amendments as provided in section D.2 of this 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 July 15, 2028. 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 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 for Cause.** Metro shall have the right to terminate this Grant Contract immediately if Metro determines that Recipient, its employees, or principals have engaged in conduct or violated any federal, state, or local laws which affect the ability of Recipient to effectively provide services under this Grant Contract. Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant 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 subGrantee, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.

D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification

which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro 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 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 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 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 subGrantee under a contract to the prime Grantee or higher tier subGrantee 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:
Holly.Rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

For inquiries regarding invoices:
Nancy.Uribe@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-5634

Recipient

Matthew Walker Comprehensive Health Center
Director
1035 14th Avenue North

Nashville, TN 37208

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 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.

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Grant contract between the Metropolitan Government of Nashville and Davidson County and Matthew Walker Comprehensive Health Center, Contract #_____

Recipient: Matthew Walker Comprehensive Health Center

By: _____

Title: Chief Executive Officer

Sworn to and subscribed to before me, a Notary Public this 22 day of May, 2026, by Katina Beard, the Chief Executive Officer of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: Rosalind Shelton-Drummond

My Commission Expires: My Commission Expires January 22, 2029

ROSALIND SHELTON DRUMMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Grant contract between the Metropolitan Government of Nashville and Davidson County and Matthew Walker Comprehensive Health Center, Contract #_____

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by: Saumi Arcola 0872295CD81A4B1...
Director, Metro Public Health Department — 6/16/2026 Date

Signed by: Tené Hamilton Franklin BEBF0BBF14D14B0...
Chair, Board of Health — 6/16/2026 Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: Jennieen Reed/mjw 62377A2A8742469...
Initial BN DS AP
Director, Department of Finance — 6/16/2026 Date

APPROVED AS TO RISK AND INSURANCE:

Signed by: Balogun Cobb 68804BF12ED741C...
Director of Risk Management Services — 6/16/2026 Date

APPROVED AS TO FORM AND LEGALITY:

Signed by: Matthew Garth 66F60922930844F...
Metropolitan Attorney — 6/30/2026 Date

FILED:

_____ Metropolitan Clerk — _____ Date

Table of Contents of Attachments:

ATTACHMENT A

GRANT BUDGET (BUDGET PAGE 1)

Matthew Walker Opioid 27 Rollup

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]	$ 449,200.00	$ -	$ 449,200.00
2	Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee/ Grant & Award [2]	$ 74,126.00	$ -	$ 74,126.00
5	Supplies	$ 10,000.00	$ -	$ 10,000.00
6	Telephone	$ -	$ -	$ -
7	Postage & Shipping	$ -	$ -	$ -
8	Occupancy	$ -	$ -	$ -
9	Equipment Rental & Maintenance	$ -	$ -	$ -
10	Printing & Publications	$ 47,392.00	$ -	$ 47,392.00
11, 12	Travel/ Conferences & Meetings[2]	$ -	$ -	$ -
13	Interest [2]	$ -	$ -	$ -
14	Insurance	$ -	$ -	$ -
16	Specific Assistance To Individuals[2]	$ -	$ -	$ -
17	Depreciation [2]	$ -	$ -	$ -
18	Other Non-Personnel [2]	$ -	$ -	$ -
20	Capital Purchase [2]	$ -	$ -	$ -
22	Indirect Cost (0% of S&B)	$ 58,071.00	$ -	$ 58,071.00
24	In-Kind Expense	$ -	$ -	$ -
25	**GRAND TOTAL**	$ 638,789.00	$ -	$ 638,789.00

[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.

ATTACHMENT A

GRANT BUDGET (BUDGET PAGE 1)

Matthew Walker Opioid 27 Year 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]	$ 224,600.00	$ -	$ 224,600.00
2	Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee/ Grant & Award [2]	$ 37,063.00	$ -	$ 37,063.00
5	Supplies	$ 5,000.00	$ -	$ 5,000.00
6	Telephone	$ -	$ -	$ -
7	Postage & Shipping	$ -	$ -	$ -
8	Occupancy	$ -	$ -	$ -
9	Equipment Rental & Maintenance	$ -	$ -	$ -
10	Printing & Publications	$ 23,696.00	$ -	$ 23,696.00
11, 12	Travel/ Conferences & Meetings [2]	$ -	$ -	$ -
13	Interest [2]	$ -	$ -	$ -
14	Insurance	$ -	$ -	$ -
16	Specific Assistance To Individuals [2]	$ -	$ -	$ -
17	Depreciation [2]	$ -	$ -	$ -
18	Other Non-Personnel [2]	$ -	$ -	$ -
20	Capital Purchase [2]	$ -	$ -	$ -
22	Indirect Cost (0% of S&B)	$ 29,036.00	$ -	$ 29,036.00
24	In-Kind Expense	$ -	$ -	$ -
25	**GRAND TOTAL**	$ 319,395.00	$ -	$ 319,395.00

[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	
Project Manager	66560	x	25%	+	$	16,640.00
Project Coordinator	66560	x	50%	+	$	33,280.00
Behavioral Health Care Coordinator - Community Health Worker	58240	x	100%	+	$	58,240.00
Behavioral Health Care Coordinator - Community Health Worker	58240	x	100%	+	$	58,240.00
Behavioral Health Care Coordinator - Community Health Worker	58240	x	50%	+	$	29,120.00
Behavioral Health Care Coordinator - Community Health Worker	58240	x	50%	+	$	29,120.00
ROUNDED TOTAL					$	224,600.00

PROFESSIONAL FEE/ GRANT & AWARD		AMOUNT
Medications for Opioid Use Disorder Training and community education	$	37,063.00
ROUNDED TOTAL	$	37,063.00

ATTACHMENT A

GRANT BUDGET (BUDGET PAGE 1)

Matthew Walker Opioid 27 Year 2

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]	$ 224,600.00	$ -	$ 224,600.00
2	Benefits & Taxes	$ -	$ -	$ -
4, 15	Professional Fee/ Grant & Award [2]	$ 37,063.00	$ -	$ 37,063.00
5	Supplies	$ 5,000.00	$ -	$ 5,000.00
6	Telephone	$ -	$ -	$ -
7	Postage & Shipping	$ -	$ -	$ -
8	Occupancy	$ -	$ -	$ -
9	Equipment Rental & Maintenance	$ -	$ -	$ -
10	Printing & Publications	$ 23,696.00	$ -	$ 23,696.00
11, 12	Travel/ Conferences & Meetings [2]	$ -	$ -	$ -
13	Interest [2]	$ -	$ -	$ -
14	Insurance	$ -	$ -	$ -
16	Specific Assistance To Individuals [2]	$ -	$ -	$ -
17	Depreciation [2]	$ -	$ -	$ -
18	Other Non-Personnel [2]	$ -	$ -	$ -
20	Capital Purchase [2]	$ -	$ -	$ -
22	Indirect Cost (0% of S&B)	$ 29,035.00	$ -	$ 29,035.00
24	In-Kind Expense	$ -	$ -	$ -
25	**GRAND TOTAL**	$ 319,394.00	$ -	$ 319,394.00

[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).

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ROUNDED TOTAL					$	224,600.00

PROFESSIONAL FEE/ GRANT & AWARD		AMOUNT
Medications for Opioid Use Disorder Training and community education	$	37,063.00
ROUNDED TOTAL	$	37,063.00

Metro Public Health Dept
Nashville/Davidson County
Protecting, Improving, and Sustaining Health

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to OpioidResponseandHarmReductionI@nashville.gov

FY26 Opioid Response & Harm Reduction FUND APPLICATION COVER SHEET (Application Part A)

CIRCLE THE CATEGORIES OF FUNDING THAT YOU ARE APPLYING FOR:

Youth_	Family	Linkage to Care	Education: Provider Education / Harm Reduction / Community Education

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: X	An Existing Program: ____	An Expansion of Existing Program: ____

APPLICANT INFORMATION

Legal name of Applicant (Agency):	Matthew Walker Comprehensive Health Center.		
Contact Person Name:	Katina Beard	Title:	CEO
Contact Person Phone:	615-340-1270	Email Address:	katina.beard@mwchc.or
Agency CEO Name:	Katina Beard	Title:	CEO
Agency CEO Phone:	615-340-127	Email Address:	katina.beard@mwchc.or

AGENCY'S MAIN OFFICE

Complete Address:	1035 14th Avenue North Nashville, TN 37208		
Phone:	615-327-940	Fax:	Website: www.mwchc.org

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ▶ *(See Note Below)	$15,972.44	Amount of current grant or direct appropriation (if applicable):	0
Total FY26 ORHR Request ▶ (round to nearest $100)	$638,789	Agency's Fiscal Year Start Date (Month/Day):	2/1
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶	#DIV/0!	(Leave Blank)	

For the current fiscal year, list funds received from Metro Nashville Government, including funds received from any department or Metro Council Appropriation (attach additional pages if necessary)

Source:	Amount: $
Source:	Amount: $
Source:	Amount: $

Does the applicant have a certified audit performed each year? Yes No

Applicants are required to submit an electronic copy of 1.) the most recent agency audit and 2.) a copy of agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to fred.adom@nashville.gov. (See page 10 of CEF Handbook for details.) IS THIS THE CURRENT PROCESS

SIGNATURES

I certify under the penalty of law that the information in this application (including, without limitation, the "Certifications and Assurances") is accurate to the best of my knowledge. I am aware that my agency will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am authorized to sign this application for the applying agency.

Signature of Authorized Official:	Date: 12/23/2025

* Per most recent agency audit. Revenues stated above must not include in-kind contributions.

MATTHEW WALKER
Comprehensive Health Center, Inc.

December 18, 2025

Dr. Anidolee Melville – Chester,

Thank you for the opportunity to submit a funding request in response to the Opioid Response and Harm Reduction Request for Proposals. Based on the Opioid Response& Harm Reduction (ORHR) Program Application Checklist we have submitted the following:

- X Cover Sheet
- X Spending Plan Narrative
- X Spending Plan
- X Certification of Assurance
- X Non-Profit Grants Manual Receipt Acknowledgement
- X Internal Revenue Service's 501(c)(3) Tax - Exempt Organizational Letter
- X Non-Profit Charter and Tennessee Secretary of State Non-Profit Confirmation
- X Independent of Insurance - $1 million general liability, $1 million professional liability, and auto coverage (if you transport the participants anywhere).
- X Sample contract
- X Attachment

Required Attachments

Attachment 1: Proposal Narrative
Attachment 2: Workplan
Attachment 3: Selected Indicators
Attachment 4: Spending Plan and Spending Plan Narrative
Attachment 5: Letters of Support

Additional Documents:

- Most recent audited financial statements (income and balance sheet)
- Proposer's operating budget for its current fiscal year
- Most recent IRS Form 990 and attachments

I believe you will find our response to be thorough and specific to the North Nashville Community. Dr. Chester, please feel free to reach out to me with any questions at katina.beard@mwchc.org.

Sincerely,

Katina R. Beard
Chief Executive Officer

Coversheet

ORGANIZATIONAL INFORMATION	
1. Organization name:	Matthew Walker Comprehensive Health Center, Inc.
2. Date organization established:	August 1970
3. Organization address:	1035 14th Avenue North Nashville, Tennessee 37208
4. Does this organization have an office or physical presence in Tennessee?	Yes
a. Please provide the physical address for the Tennessee location (if more than one address exists please provide the most pertinent):	1035 14th Avenue North Nashville, Tennessee 37208
5. PRIMARY CONTACT INFORMATION	
a. Name:	Katina Beard
b. Phone number:	615-340-1272
c. E-mail:	katina.beard@mwchc.org
6. Name of Chief Executive Officer or President of the organization:	
a. Name:	Katina Beard
b. Phone number:	615-340-1272
c. E-mail:	katina.beard@mwchc.org
7. Tax Identification Number:	62-1035426
8. Has this organization Received a 501(c)(3) Determination Letter?	Yes
9. Is this organization licensed by the Tennessee Department of Health?	No
a. If yes - list license name and number:	

10. Is this organization licensed by the Tennessee Department of Mental Health and Substance Abuse Services? a. If yes list license name and number	No
11. How many employees are in this organization? How many volunteers serve in this organization?	128 Employees/14 Volunteers
12. What is the annual operating budget of the organization?	$19,582,361
FUNDING REQUEST	Year 1 (2026 - 2027) - $638,788.50 Year 2 (2027 - 2028) $576,224.35 Total $1,215,015.20
1. Project name:	Improving Health & Wellness Through Medication for Opioid Use Disorder
2. Select the strategies that best fit this project:	
a. Primary Prevention	X
b. Harm Reduction	X
c. Recovery Support	X
d. Education/ Training	X
e. Research or Evaluation of Project	

Attachment 1: Proposal Narrative

IMPACT

Community Education & Awareness

Increase awareness and reduce stigma around opioid use disorder (OUD) among equity-deserving populations in North Nashville and surrounding communities.

- By December 2027, MWCHC will implement a culturally tailored education campaign that **reaches at least 5,000 individuals** through social media, local newspapers, billboards, and community events, resulting in a 20% increase in inquiries about MOUD services compared to baseline. (Baseline 0)

Increased Accessibility

Expand access to MOUD services for marginalized populations by increasing provider capacity and referral pathways.

- By December 2027, MWCHC **will train six additional primary care providers in MOUD**, extend service availability from two days to five days per week, and establish formal referral agreements with at least two local hospitals, resulting in a 30% increase in MOUD patient enrollment. (Baseline 60 patients.)

Addressing the Whole Person

Integrate wrap-around services to address health-related social needs for individuals with OUD.

- By December 2027, MWCHC **will connect 90% of MOUD patients to at least one wrap-around service** (e.g., housing, transportation, food assistance) through partnerships with five community-based organizations, leading to a 15% improvement in treatment retention rates. (Baseline 10%)

Reduce the Stigma of OUD

Strengthen community trust and engagement by collaborating with organizations that have established relationships with equity-deserving populations.

- By **December 2027**, MWCHC will formalize partnerships with at least **five trusted community organizations** (e.g., faith-based groups, grassroots leaders, minority-serving institutions) to host events/activities to reduce the stigma of OUD. (Baseline 0)

Measures of Success

Community Education and Awareness – Measured Quarterly

- Number of individuals reached through campaign (tracked via social media analytics, event attendance, and media impressions).
- Percentage increase in MOUD-related inquiries compared to baseline (clinic call logs and appointment requests).
- Number of individuals engaging with OUD services.

Increased Accessibility – Measured Monthly

- Number of providers trained and credentialed for MOUD.
- Increase in MOUD service availability (from 2 to 5 days per week).
- Signed referral agreements with hospitals.
- Percentage increase in MOUD patient enrollment compared to baseline.

Addressing the Whole Person – Measured Monthly

- Percentage of MOUD patients receiving at least one wrap-around service (documented in care coordination records).
- Number of partnerships established with community-based organizations.
- Improvement in treatment retention rates (tracked through patient follow-up data and EMR reports).

Partnering with Trusted Organizations – Measured Quarterly

- Count signed MOUs or agreements with faith-based groups, grassroots organizations, and minority-serving institutions.
- Track referrals from partner organizations to MWCHC for MOUD services.
- Number of individuals reached through partner-led outreach efforts.

Remediation of Inequities

This project will take specific efforts to reduce an in some cases eliminate disparities in access, quality and outcomes of care for a community that has been historically challenged due to race, ethnicity and poverty. The goals and objectives of the program are designed to communicate and activate with the target population of North Nashville (37208, 37209 and 37218). The overarching goals of the program are to:

1. Expand provider training to increase availability of MOUD services.
2. Over wrap-around services to address health related social needs (HRSN).
3. Implement a community education campaign targeting marginalized populations.
4. Partner with trusted organizations to reduce stigma and increase program referrals.

Ensuring Program Accessibility

All MWCHC programs are accessible without regard to ability to pay. Through the State of Tennessee Department of Health and Substance Abuse Services under the SOR IV initiative: Changing Behavior, Coordinating Care, and Restoring Lives – Treatment and Recovery, MWCHC serves as a SPOKE facility. A SPOKE provides OUD treatment through MOUD. The cost of these services is covered by the grant provided by the state. Additional services, primary care and wrap-around services will be provided through a sliding fee program. For an uninsured adult living below poverty, the cost of services begins at $25.

INNOVATION

Davidson County has a robust continuum of care addressing all stages of opioid use disorder (OUD), from emergency response to inpatient and outpatient treatment. MWCHC's project will complement this ecosystem by expanding access to evidence-based medications for opioid use disorder (MOUD) and implementing wrap-around services that address social determinants of health.

The project integrates with existing systems through four components:

1. **Community Education and Awareness** to reduce stigma and promote harm reduction strategies.
2. **Increased Accessibility** via extended clinic hours and telehealth options for MOUD.
3. **Whole-Person Care** through behavioral health, housing, and social support services.
4. **Strategic Partnerships** with trusted organizations and county providers to ensure seamless referrals and coordinated care.

This model is an enhancement, not a duplication of current services, with a focus on North Nashville residents. By leveraging MWCHC's role as a safety net provider, the project ensures access for uninsured, Medicaid, and historically underserved populations. Integration will include formal referral pathways, shared data reporting, and participation in county harm reduction collaboratives. As these efforts improve OUD outcomes, individuals gain the opportunity to live healthier, more stable lives.

Community integration will occur through partnerships with local organizations, outreach teams, and peer support networks. These collaborations will extend harm reduction services beyond the clinic walls, creating a continuum of care that addresses social determinants of health and reduces barriers to engagement. Data integration will leverage our existing electronic health record (EHR) and state reporting systems to track utilization, outcomes, and quality metrics, enabling real-time monitoring and continuous improvement.

By embedding harm reduction into established infrastructure and fostering cross-sector collaboration, this initiative will create a sustainable model that complements current innovation efforts and amplifies the overall impact on opioid-related morbidity and mortality.

MWCHC has one additional program that could provide a level of innovation to Davidson County which is the mobile health unit. HOWE is a three-room mobile clinic that provides access to primary care services for hard-to-reach communities. Use of the mobile unit will increase access to MOUD services, increase community awareness and reduce the stigma of accessing services.

INTEGRATION

The proposed project will strengthen the existing ecology of opioid harm reduction through increased access through provider training and implementing a community-wide awareness campaign. The current health care environment is rich with providers that address various elements of the opioid use crisis. Davidson county has private, public and academic intuitions with a variety of programs. Many individuals with OUD ultimately require the response of emergency medical technicians and the use of the emergency department. Community based programs vary in scope

and access affecting the ability of an individual to receive complete care.

MWCHC's program will focus on reducing disparities in access, quality and outcomes specifically in North Nashville (37208, 37209 and 37218) The programs will be embedded within a primary care setting which will allow for access beyond MOUD and behavioral health services. MWCHC has additional services including an onsite pharmacy, dental, laboratory, radiology, nutrition, and a food pantry. Through MWCHCs experience in providing MOUD services, it is clear that patients will have stronger health outcomes by having accessibility to a full spectrum of primary care services. For example, an MOUD patient that has a co-morbidity of diabetes can be treated at MWCHC by a team of providers. MOUD patients often need substantial dental services, which can also be provided at MWCHC.

There are plans to incorporate additional partners that will benefit program participants. Through Operation Pulse, the North Nashville program focused on reducing uncontrolled hypertension, clarity was found regarding collective impact. Operation Pulse brings together various resources of community based organizations to MWCHC specifically for the improvement of adults with hypertension a well known chronic disease. Through this project, MWCHC intends to replicate the learnings from Operation Pulse by identifying community based partners that are already planted and have a successful history of serving North Nashville residents to support the opioid harm reduction activities. This will be especially important when addressing the wrap-around services that are not available or could be provided with excellence through another partner. Immediate partner collaborations include The Nashville Food Project, Urban Housing Solutions, and Lyft Healthcare.

EVIDENCE BASED

Harm reduction is an evidence-based approach to addressing substance use, and targeted strategies are essential for specific populations. Interactions with the healthcare system vary by gender, race, ethnicity, and sexual orientation, influencing individuals' acceptance of harm reduction practices. These differences underscore the need for interventions that are culturally responsive and sensitive to the unique barriers faced by marginalized groups. An equity-oriented framework for interventions and future research should prioritize projects that advance health equity, reduce stigma-related harms, and incorporate cultural safety, trauma- and violence-informed care, and harm reduction as core objectives (Milaney et al., 2022; Wallace et al., 2021).

Stigma remains one of the most significant barriers to care for individuals with substance use disorders. Negative perceptions of medication-based treatment and harm reduction strategies often discourage individuals from seeking help, even when services are available. Addressing stigma requires a multi-level approach that includes public education, provider training, and policy changes that normalize evidence-based treatments such as MOUD. By reframing addiction as a chronic health condition rather than a moral failing, communities can create an environment where individuals feel supported rather than judged (Earnshaw et al., 2025; Cheetham et al., 2021).

People with opioid use disorder (OUD) face significantly higher health risks compared to the general population, including increased rates of infectious diseases, mental health disorders, and overdose mortality. Expanding access to healthcare such as medications for opioid use disorder (MOUD) and harm reduction services is a key strategy for reducing the impact of OUD on individuals and communities. Programs that combine MOUD with wraparound services (e.g., housing, transportation, food, employment, and health insurance) demonstrate significantly higher

treatment initiation and retention rates. For example, the Recovery Initiation and Management after Overdose (RIMO) Program found that participants receiving MOUD plus wraparound services and counseling were 81% more likely to initiate treatment, and 44% remained in MOUD after 30 days (Bailey et al., 2023).

MWCHC is currently a community partner with the State of Tennessee Department of Health and Substance Abuse Services under the SOR IV initiative: Changing Behavior, Coordinating Care, and Restoring Lives – Treatment and Recovery as a SPOKE facility. A SPOKE provides OUD treatment through MOUD, which is recognized as the standard evidence-based treatment for opioid use disorder. MWCHC integrates MOUD with behavioral health services to deliver comprehensive care. This integrated approach ensures that patients receive both medication and counseling, addressing the biological and psychological aspects of addiction simultaneously (Zerden et al., 2021).

Despite its effectiveness, MOUD remains underutilized due to barriers such as limited accessibility (location and provider shortages), stigma surrounding medication-based treatment, poor integration with primary care, and lack of awareness regarding availability and cost (Jones & McCance-Katz, 2019). One significant variable at the core of these barriers is the limited number of providers formally MOUD trained. These barriers disproportionately affect rural communities and populations with limited financial resources, further widening health disparities. Overcoming these challenges requires innovative delivery models, such as telehealth services and mobile clinics, which have been shown to improve access and retention in MOUD programs (Jones et al., 2022). Evidence-based strategies to address OUD must prioritize populations historically excluded from treatment programs. Culturally aligned programs should offer MOUD alongside a broad range of wraparound services to improve outcomes and reduce disparities. In addition, future research should explore the effectiveness of peer-led interventions and community-based models that empower individuals with lived experience to play an active role in program design and implementation. These approaches not only enhance cultural relevance but also build trust and engagement among populations most affected by the opioid crisis (Rolando et al., 2023; Chang et al., 2021).

FEASIBILITY

The proposed project will be embedded within MWCHC's existing infrastructure at 1035 14th Avenue North in North Nashville, leveraging established clinical, administrative, and community engagement systems. MWCHC operates under a robust governance structure, with oversight provided by a Board of Directors composed of health center users, service area residents, and community leaders. The organization maintains approved management systems and clear lines of authority, ensuring accountability and effective decision-making. MWCHC's Quality Assurance (QA) and Continuous Quality Improvement (CQI) Program is a comprehensive program used to assess quality and risk issues on a continuous basis. The goal of the QA/CQI program is to objectively and systematically monitor and evaluate the health center's service performance, as well as potential risks incurred in the implementation of all services. The project will be monitored through the mechanisms of CQI and QA. This two-year project will be implemented through a clearly defined timeline.

Business and Management Plan

The project will follow MWCHC's project management framework, including monthly progress reviews, quarterly financial audits, and continuous quality improvement processes. The CEO will

serve as Project Manager and primary contact, supported by a dedicated project coordinator and behavioral health team. Implementation will be guided by a detailed timeline aligned with SMART objectives, and performance will be monitored through the Impact Plan using established data systems.

Staff and Resources

- **Administrative/Financial Oversight:**
  - *Katina Beard, CEO* – Project Manager and primary administrator.
  - *Melanie Sterbenc, CFO* – Oversees fund distribution, financial reporting, and compliance.

- **Clinical Oversight:**
  - *Dr. Michele Williams, Chief Medical Officer* and *Dr. Cynthia Jackson, Behavioral Health Manager* – Lead MOUD service delivery and provider training plan.

- **Programmatic Resources:**
  - Four FTE Behavioral Health Care Coordinators (trained community health workers) – Provide care coordination, PRAPARE screenings, and linkage to wrap-around services.
  - Project Manager – Monitors implementation, manages partnerships, and ensures adherence to the Impact Plan.
  - Project Coordinator – Executes community education and awareness campaigns.

MWCHC's infrastructure includes a fully integrated electronic health record system, telehealth capabilities, and established referral networks with local hospitals and community organizations. Dedicated office space, technology resources, and a sliding fee scale ensure accessibility for uninsured and Medicaid populations. These assets, combined with experienced staff and strong community partnerships, position MWCHC to successfully implement and sustain the proposed harm reduction initiative.

SUSTAINABILITY

MWCHC fully intends to continue the program beyond the funding period. The project is designed to create sustainable activities into future years. For example, increasing the number of trained providers serving the North Nashville community embeds access to services beyond the funding years. Another example is the creation of formal referral processes to link individuals to care. This process, while initially implemented at MWCHC could be replicated by other safety net clinic providers.

The project will employ the collective impact model. The collective impact model is a framework designed to address complex social problems through structured collaboration among various stakeholders, including government, nonprofits, businesses, and community members. It emphasizes the importance of a common agenda, shared measurement systems, and continuous communication to achieve significant and lasting social change. This model encourages diverse actors to align their efforts and integrate their actions to create a more equitable society. (Collective Impact Forum). MWCHC has learned through its efforts with the Wellness Collaborative that collective impact allows organizations to bring their resources to the issue without the worry of mission creep or misalignment. By organizing this project through collective impact, the framework

could be sustained through ongoing efforts of partners. In addition to shared resources, this could lead to joint grant writing opportunities.

MWCHC has a robust grant writing track record. The organization has been awarded local, state and national grant dollars to implement various programs. The initial funding years will allow MWCHC to create a track record for harm reduction services which includes MOUD that could be used to leverage additional funding for ongoing services.

Approximately 80% of the project's budget will utilize settlement funding. The remaining 20% is being covered by other grants or patient revenue. MWCHC's business model is health care. Therefore, the MOUD services that are rendered to uninsured and insured patients are reimbursed through various payment models. It is anticipated that MWCHC will have an increase in the utilization of services that will provide additional revenue to support some program activities. Revenue generated from patient services along with other grant writing efforts will be used to sustain program activities.

CREDIBILITY

Matthew Walker Comprehensive Health Center (MWCHC) has been a trusted healthcare provider in Davidson County for **57 years**, serving as a cornerstone for North Nashville and surrounding communities. Located at **1035 14th Avenue North**, MWCHC delivers a comprehensive range of services designed to meet the needs of individuals and families across their lifespan. These services include primary care, behavioral health, substance use disorder treatment (including medications for opioid use disorder), dental care, pharmacy, case management, and wrap-around supports such as transportation, nutrition assistance, and eligibility services. MWCHC also provides preventive care, immunizations, prenatal and postpartum care, well-child visits, and chronic disease management. In **2024 alone**, MWCHC served **18,811 patients through 53,000 visits,** with **60% of those services provided at the Davidson County location**, underscoring its deep reach and impact in the community.

MWCHC's credibility is rooted not only in its longevity but also in its ability to innovate and lead collaborative efforts that address health disparities. The organization has consistently demonstrated success in implementing programs that improve health outcomes for marginalized populations. For example, MWCHC anchors the **Wellness Collaborative**, a partnership with Nashville Health, The Nashville Food Project, Belmont University, Meharry Medical College, Sycamore Institute, and Senior Ride. This initiative targets uncontrolled hypertension in North Nashville and has already served **245 patients**, with **38% showing improvement in blood pressure control.** Beyond clinical care, the collaborative addresses social determinants of health by improving access to food and transportation, leveraging the strengths of partner organizations to create a holistic approach to wellness. MWCHC's North Nashville location serves as the hub for these services, coordinating all joint efforts and ensuring alignment with community needs.

MWCHC is also a founding member of the **Safety Net Consortium of Middle Tennessee**, a coalition dedicated to serving the uninsured and underinsured, and the **Greater Nashville Health Disparities Coalition**, where MWCHC serves as fiduciary agent. These partnerships reflect MWCHC's commitment to collective impact a model that brings together diverse stakeholders to address complex health challenges through shared goals, data, and resources. Through these collaborations, MWCHC has helped mobilize communities to implement evidence-based public health strategies that reduce disparities and improve health equity.

Training and workforce development are integral to MWCHC's mission and further illustrate its capacity and credibility. Each year, MWCHC trains more than **200 students and residents,** including physicians, nurse practitioners, and dentists, through partnerships with leading academic institutions. MWCHC hosts the **University of Tennessee and Ascension Advanced Education in General Dentistry Residency Program**, expanding clinical skills for new dentists, and partners with the **Vanderbilt Nurse Practitioner Residency Program** to prepare clinicians for service in underserved communities. These programs not only strengthen the healthcare workforce but also ensure that future providers are trained in culturally responsive, equity-centered care.

MWCHC's commitment to workforce development extends beyond clinical roles. The organization has implemented training programs for front desk staff, call center representatives, and medical assistants to ensure high-quality patient experiences. Recently, MWCHC partnered with **Nashville State Community College** to train individuals living in subsidized housing as medical assistants. In **2025**, seven students enrolled in the program, three completed their clinical training at MWCHC, and **100% secured employment** a testament to MWCHC's dedication to both health and economic empowerment. These efforts demonstrate MWCHC's ability to create pathways for community members to enter the healthcare workforce, addressing both health and social needs.

MWCHC's history of success is supported by strong governance and financial stewardship. The organization operates under a Board of Directors composed of health center users, service area residents, and community leaders, ensuring that programs remain responsive to community needs. MWCHC has a proven track record of securing and managing local, state, and federal grants, as well as private foundation funding. This experience positions MWCHC to successfully implement and sustain complex initiatives, including the proposed harm reduction program.

For additional information please visit:

Matthew Walker Comprehensive Health Center website
www.mwchc.org

Matthew Walker Comprehensive Health Center, Legacy Video (2024):
https://www.canva.com/design/DAGmlzJS8k4/TkaT-Gz9yxJkg1hJ-nMiyg/watch

ATTACHMENT 2: WORKPLAN

Opioid Harm Reduction WORK PLAN			
Community Education & Awareness			
Goal 1: Increase awareness and reduce stigma around opioid use disorder (OUD) among equity-deserving populations in North Nashville and surrounding communities.			**Output or Deliverable**
Objective By December 2027, MWCHC will implement a culturally tailored education campaign that reaches at least 5,000 individuals through social media, local newspapers, billboards, and community events, resulting in a 20% increase in inquiries about MOUD services compared to baseline. (Baseline 0)	Staff Responsible: Project manager & coordinator	Time Frame for completion: 24 months	Community-wide awareness campaign that includes billboards, newspaper, radio and social media
Action Step 1	Create and launch a campaign based on target population (adults, families, couples, college campuses)	Within 60 days of contract award	Monthly/quarterly/annual campaigns
Action Step 2	Monitor programmatic activity based on campaign (social media likes/reposts, inquiries, surveys)	Within 90 days campaing launch	Metrics on campaign effectiveness

Increased Accessibility

Goal 2:Expand access to MOUD services for marginalized populations by increasing provider capacity and referral pathways.			**Output or Deliverable**
Objective 1 By December 2027, MWCHC will train six additional primary care providers in MOUD, extend service availability from two days to five days per week (Baseline 60 patients.)	Staff Responsible: Project manager & Clinical Champion	Time Frame for completion: 24 months	Increased providers MOUD trained and
Action Step 1	Identify training program and trainers to increase MOUD training for providers	Within 90 days of contract award	Formal agreement for MOUD training.
Action Step 2	Open training enrollment for MWCHC staff and other safety net providers.	Within 30 days of finalized MOUD training agreement.	Number of providers enrolled in training
Action Step 3	Increase avaialable MOUD clinic hours/identify non-MWCHC providers that have extended service hours	Within 60 days of completed MAT training	The number of additional MOUD clinic hours available
Action Step 4	Montior utilization of extended MOUD clinic hours	30 days following the implementation of additional MOUD hours	The number of patients served through MOUD clinics
Objective 2: Establish formal referral agreements with at least two local hospitals, resulting in a 30% increase in	Staff Responsible: Project manager & Clinical Champion	Time Frame for completion: 24 months	Enhanced formalized referral network for MOUD services

Action Step 1	Formalize referral process between MWCHC and external providers (other safety net clinics, emergency departments, community based mental health programs)	Within 60 days of contract award	The number of formal referral agreements

Addressing the Whole Person

Goal 3: Integrate wrap-around services to address health-related social needs for individuals with OUD.			**Output or Deliverable**
Objective By December 2027, MWCHC will connect 90% of MOUD patients to at least one wrap-around service (e.g., housing, transportation, food assistance) through partnerships with five community-based organizations, leading to a 15% improvement in treatment retention rates. (Baseline 10%)	Staff Responsible: Project coordinator & Care Coordinators	Time Frame for completion: 24 months	Improvement on self-reported health related service needs
Action Step 1	Review previous 6 months of health related social needs surveys to identify priority areas. Gather data and information from Ascension Saint Thomas and Nashville General emergency departments.	Within 30 days of contract finalization	Wrap-around services needs assessment
Action Step 2	Identify partner community-based organizations to co-create response plan	Within 30 days of completed needs assessment	Response plan created with input from internal and external stakeholders
Action Step 3	Formalize the response plan through memorandums of agreement with community based organizations	Within 30 days of completing response plan	Finalized memorandums of agreement
Action Step 4	Montior effectiveness of the community partners through followup health related services needs assessments of particpants	60 days after implementation of the response plan	Increase number of program participants health related service needs being met

Reduce the Stigma of OUD

Goal 4: Strengthen community trust			**Output or Deliverable**
Objective By December 2027, MWCHC will formalize partnerships with at least five trusted community organizations (e.g., faith-based groups, grassroots leaders, minority-serving institutions) to host events/activities to reduce the stigma of OUD. (Baseline 0)	Staff Responsible: Project coordinator	Time Frame for completion: 24 months	Increased number of diverse North Nashville organizations addressing OUD.
Action Step 1	Informational sessions held with community based organization leaders on OUD and harm reduction services avaialble in North Nashville.	Within 30 days of contract finalization	The number of information sessions held and number of attendees (formal and informal).
Action Step 2	Assist community based organzations to host or include OUD awareness information into larger programs.	Within 30 days of contract finalization	Number of organizations including OUD information in public programming.

Attachment 3: Selected Indicators

a. Primary Prevention – MWCHC tracks relapse data for current MOUD patients.

b. Harm Reduction – MWCHC tracks relapse data for current MOUD patients.

c. Recovery Support – MWCHC will track wrap-around services for MOUD patients.

d. Education/ Training – MWCHC will track the number of individuals – clinical and non-clinical that are trained in MOUD/OUD.

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

December 30, 2024

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

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

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

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

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

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

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

K. Beard

Signature of Authorized Representative
Name: Katina Beard
Title: Chief Executive Officer
Agency Name: Matthew Walker Comprehensive Health Center, Inc
Date: December 18, 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

December 30, 2024

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: 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: Katina Beard
Title: Chief Executive Officer
Agency Name: Matthew Walker Comprehensive Health Center, Inc
Date: December 18, 2025

Attachment E

Internal Revenue Service
District Director

Department of the Treasury

Date:
JAN 9 1981

Person to Contact:
Elizabeth M. Wilson
Telephone Number:
404/221-4516
Refer Reply to:
FFN: 580009964

The Community Governing Board of
Matthew Walker Comprehensive
Health Center, Inc.
1501 Herman Street
Nashville, Tennessee 37208

Based on the information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code effective June 3, 1980.

Your exemption is not effective on the date you were formed because you did not file your application for recognition of exemption within 15 months from the end of the month in which you were organized as required by section 1.508-1(a)(2)(i) of the Income Tax Regulations. You were organized on December 11, 1978 and your application for recognition of exemption was filed on June 3, 1980.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section(s) 170(b)(1)(A)(iii) and 509(a)(1).

You are not liable for social security (FICA) taxes for periods beginning after the effective date of your exemption unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA), for periods beginning on or after the effective date of your exemption.

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in Section 170 of the Code if donated on or after the effective date of your exemption. Bequests, legacies, devises, transfers, or gifts to you for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106 and 2522 of the Code if made after the effective date of your exemption.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name and address.

If your gross receipts each year are normally more than $10,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file a return on time.

You are not required to file Federal income tax returns for periods beginning on or after the effective date of your exemption unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to file Federal income tax returns, Form 1120 or Form 1041, and when due, Federal Employment Tax Returns on Form 941 and Federal Unemployment Tax Returns, Form 940 for all years prior to the effective date of this exemption.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If you do not accept our findings, you may appeal this proposed determination through our office to the Office of Regional Director of Appeals. To request Appeals consideration, you should follow the instructions in the enclosed Publication 892. We will then forward your request to the Office of Regional Director of Appeals. If a hearing is requested, you will be contacted to arrange a mutually convenient time and place. An addressed envelope is enclosed for your convenience.

You may also request that we refer this matter to the National Office for technical advice, as explained in Publication 892. If a determination letter is issued to you based on technical advice from the National Office, no further administrative appeal is available to you within the Service on the issue that was the subject of technical advice.

Section 7428 of the Internal Revenue Code, enacted October 4, 1976, entitles you to file a petition for a declaratory judgment in the United States Tax Court, the United States Court of Claims, or the United States District Court for the District of Columbia with respect to this determination. However, section 7428(b)(2) of the Code provides in part that "A declaratory judgment or decree under this section shall not be issued in any proceeding unless the Tax Court, the Court of Claims, or the district court of the United States for the District of Columbia determines that the organization involved has exhausted administrative remedies available to it within the Internal Revenue Service"

If we have not received an appeal within 30 days, this will become our final determination letter. Your failure to exercise your appeal rights will be considered by the Internal Revenue Service as a failure to exhaust your available administrative remedies.

Sincerely yours,

Thomas P. Schmitt

Exempt Organizations Specialist

Enclosure:
Pub. 892

Form 990 & Instructions
Schedule A

MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, 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: 000050600
Initial Filing Date: 6/23/1970 4:30:00 PM
Fiscal Ending Month: January
AR Due Date: 05/01/2027

Registered Agent

KATINA BEARD
1035 14TH AVE N
NASHVILLE, TN 37208

Principal Office Address

1035 14TH AVE N
NASHVILLE, TN 37208-3050

Mailing Address

1035 14TH AVE N
NASHVILLE, TN 37208-3050

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

History (58)

Type	Date	Tracking Number	Change History
2026 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	4/2/2026 10:16:38 AM	B2026361173	○ Annual Report Due Date changed from: 5/1/2026 to: 5/1/2027 ○ Officers Changed
2025 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	4/16/2025 3:10:18 PM	B2025231473	○ Annual Report Due Date changed from: 5/1/2025 to: 5/1/2026 ○ Officers Changed ○ NAICS changed
2024 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	4/9/2024 9:50:10 AM	B1546-9057	
2023 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	4/12/2023 11:27:40 AM	B1377-2997	
2022 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	4/4/2022 2:10:40 PM	B1196-4199	
2021 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	7/21/2021 1:36:07 PM	B1071-1172	

Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	7/13/2021 1:40:47 AM	B1049-7359	
System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	5/5/2021 1:47:18 AM		
2020 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	4/1/2020 1:06:04 PM	B0851-1263	
2019 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	7/5/2019 2:33:12 PM	B0728-5791	
Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	7/1/2019 1:40:26 AM	B0717-7083	
System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	5/31/2019 1:40:25 AM		
Administrative Amendment for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	5/30/2019 2:23:00 PM	B0704-9055	○ Fiscal Year Close Changed changed from: 6 to: 1 ○ Annual Report Due Date changed from: 10/01/2019 to: 05/01/2019
2018 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	7/24/2018 4:07:14 PM	B0574-3688	
2017 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	9/25/2017 3:21:04 PM	B0443-6593	
2016 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	12/5/2016 4:58:55 PM	B0319-8211	
Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/1/2016 1:40:39 AM	B0319-4203	

System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/2/2016 1:40:40 AM		
2015 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	12/9/2015 2:46:12 PM	B0174-3880	
Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/3/2015 3:00:31 AM	B0169-8651	
System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/2/2015 3:06:06 AM		
System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	12/10/2014 3:00:04 AM		○ Assumed Name changed from: OB/Gyn Associates, P.C. [Active] to: OB/Gyn Associates, P.C. [Inactive - Name Expired]
2014 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	9/26/2014 10:04:59 AM	B0002-7618	○ Registered Agent First Name changed from: JEFFREY to: KATINA ○ Registered Agent Last Name changed from: MCKISSACK to: BEARD
2013 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/1/2013 10:16:19 AM	A0202-1006	
2012 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	1/9/2013 6:13:46 PM	A0149-0674	○ Principal Address 1 changed from: 1035 14TH AVENUE N to: 1035 14 AVE N ○ Principal Postal Code changed from: 37208-0000 to: 37208-3050
Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/4/2012 3:00:12 AM	A0146-1382	
System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/2/2012 3:02:49 AM		
2011 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/12/2011 8:00:00 AM	A0095-0600	○ Principal Postal Code changed from: 37208 to: 37208-0000

System Amendment for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/5/2011 3:02:57 AM		
2010 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/1/2010 8:00:00 AM	A0047-1028	
Assumed Name for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	12/9/2009 3:25:00 PM	6629-2827	○ New Assumed Name changed from: No Value to: OB/Gyn Associates, P.C.
2009 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	8/20/2009 12:04:16 AM	6583-2743	
2008 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	9/17/2008 12:15:56 AM	6375-0741	
Assumed Name Cancellation for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	2/19/2008 12:01:12 AM	6216-1539	
Assumed Name Cancellation for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	2/19/2008 12:01:11 AM	6216-1538	
Articles of Amendment for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	2/12/2008 12:00:16 AM	6216-1542	○ Name Changed
2007 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/12/2007 12:05:20 AM	6144-0073	
Assumed Name for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	9/17/2007 12:00:34 AM	6129-0853	
Assumed Name for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	8/14/2007 12:00:26 AM	6112-0972	

2006 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	11/1/2006 12:11:26 AM	5885-1278	
2005 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	9/9/2005 12:04:31 AM	5554-1214	○ Registered Agent Changed
2004 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	2/1/2005 12:06:03 AM	5344-1615	○ Principal Address Changed ○ Registered Agent Physical Address Change
Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/17/2004 12:01:33 AM	ROLL 5305	
2003 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	7/18/2003 12:22:51 AM	4866-0430	
2002 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	9/13/2002 12:03:45 AM	4600-0655	
2001 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	7/5/2001 12:03:38 AM	4243-0361	
2000 Annual Report for MATTHEW WALKER COMPREHENSIVE HEAL CENTER, INC.	10/3/2000 12:02:55 AM	4019-1335	○ Registered Agent Physical Address Change ○ Registered Agent Changed
Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/20/1996 12:02:08 AM	ROLL 3259	
CMS Annual Report Update for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	11/29/1995 12:02:56 AM	3080-0817	○ Registered Agent Physical Address Change ○ Registered Agent Changed
CMS Annual Report Update for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	2/6/1995 12:02:06 AM	2952-3205	○ Registered Agent Physical Address Change ○ Registered Agent Changed

Notice of Determination for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/16/1994 12:02:07 AM	ROLL 2927	
Registered Agent Change (by Entity) for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	7/25/1986 12:00:27 AM	625 03033	○ Registered Agent Physical Address Change ○ Registered Agent Changed
Articles of Amendment for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	10/14/1980 12:00:12 AM	180 00804	
Registered Agent Change (by Entity) for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	1/11/1979 12:00:10 AM	049 01338	○ Registered Agent Physical Address Change ○ Registered Agent Changed
Articles of Amendment for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	12/18/1978 12:00:10 AM	046 00995	
Registered Agent Change (by Entity) for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	3/29/1978 12:00:51 AM	017 00453	○ Registered Agent Physical Address Change ○ Registered Agent Changed
Articles of Amendment for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	3/29/1978 12:00:50 AM	015 01427	○ Name Changed
Initial Filing for MATTHEW WALKER COMPREHENSIVE HEALTH CENTI INC.	6/23/1970 12:00:04 AM	BO28P2528	

Name History (5)

Details ×

MATTHEW WALKER COMPREHENSIVE HEALTH CENTER

1035 - 14TH AVENUE, NORTH NASHVILLE TN 37208
CATHY HUNT
(615) 340-1292
www.mwchc.org
Status: Active
CO Number: CO4962
Registration Date: 01/23/2002
Renewal Date: 07/31/2026

Purpose

To provide medical, dental, mental and diagnostic services to Nashville Davidson County and surrounding areas.

Financials (25)

Fiscal Year End	Total Revenue
01/31/2025	$15,965,035.00
01/31/2024	$18,799,729.00
01/31/2023	$15,997,606.00
01/31/2022	$15,795,322.00
01/31/2021	$15,073,761.00

Search

Search Clear

	State	Registration Date
HVIL	TN	1/23/2002

1 - 1 of 1 items

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 ×

MATTHEW WALKER COMPREHENSIVE HEALTH CENTER

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01/31/2022	$15,795,322.00
01/31/2021	$15,073,761.00

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Attachment F

RECEIVED
STATE OF TENNESSEE

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER
(For-Profit)

2008 FEB -7 AM 8:50
SECRETARY OF STATE

For Office Use Only

CORPORATE CONTROL NUMBER (IF KNOWN) 0050600

PURSUANT TO THE PROVISIONS OF SECTION 48-20-106 OF *THE TENNESSEE BUSINESS CORPORATION ACT*, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:
COMMUNITY GOVERNING BOARD OF MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, INC.

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:
MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, INC.

2. PLEASE MARK THE BLOCK THAT APPLIES:

[X] AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.
[ ] AMENDMENT IS TO BE EFFECTIVE, _____ (MONTH, DAY, YEAR)

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

2008 FEB 11 PM 12:1
RECEIVED
STATE OF TENNESSEE
SECRETARY OF STATE

3. PLEASE INSERT ANY CHANGES THAT APPLY:

A. PRINCIPAL ADDRESS: _____
STREET ADDRESS
CITY | STATE/COUNTY | ZIP CODE

B. REGISTERED AGENT: _____

C. REGISTERED ADDRESS: _____
STREET ADDRESS
CITY | STATE | ZIP CODE | COUNTY
TN

D. OTHER CHANGES: _____

4. THE CORPORATION IS FOR PROFIT.

5. ~~THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR~~ IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF ISSUED SHARES IS AS FOLLOWS:

6. THE AMENDMENT WAS DULY ADOPTED ON 1/28/08 (MONTH, DAY, YEAR)
BY (Please mark the block that applies):

[ ] THE INCORPORATORS WITHOUT SHAREHOLDER ACTION, AS SUCH WAS NOT REQUIRED.
[X] THE BOARD OF DIRECTORS WITHOUT SHAREHOLDER APPROVAL, AS SUCH WAS NOT REQUIRED.
[ ] THE SHAREHOLDERS.

Chief Executive Officer
SIGNER'S CAPACITY

SIGNATURE

1/29/08
DATE

Jeffrey McKissack
NAME OF SIGNER (TYPED OR PRINTED)

SS-4421 (Rev. 10/01) | Filing Fee: $20.00 | RDA 1678

6216.1542

6286.8351

COMMUNITY GOVERNING BOARD OF MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, INC.

CERTIFICATE OF SECRETARY

Daphne Ferguson Young, Secretary of Community Governing Board Of Matthew Walker Comprehensive Health Center, Inc., a Tennessee Corporation (the "Corporation"), hereby certifies as follows:

Attached hereto is a true and correct copy of the resolutions of the Corporation dated January 30, 2008, authorizing and ratifying the amendment of the Charter of the Corporation to change the name of the Corporation. Such resolutions were duly adopted at a meeting of the Board of Directors of the Corporation on January 30, 2008, and are in full force and effect without amendment on the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate this 31st day of January, 2008.

Daphne Ferguson-Young

6263.0852

6216.1543

RESOLUTIONS OF THE BOARD OF DIRECTORS OF COMMUNITY GOVERNING BOARD OF MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, INC.

JANUARY 28, 2008

The following resolutions are adopted by a majority of the directors present at a meeting of the Board of Directors of Community Governing Board Of Matthew Walker Comprehensive Health Center, Inc., a Tennessee corporation (the "Corporation").

RESOLVED, that the Board of Directors hereby deems advisable, approves and recommends an amendment to the Charter of the Corporation in order to effectuate a change of the name of the Corporation to "Matthew Walker Comprehensive Health Center, Inc."; and

RESOLVED, FURTHER, that the Board of Directors hereby authorizes, empowers and directs the officers of the Corporation to prepare, execute and file in all applicable jurisdictions any and all documents necessary to effectuate such change of corporate name.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by any officer of the Corporation in accordance with the preceding resolutions is hereby approved, ratified and confirmed in all respects as the act and deed of the Corporation.

5289.8853

6216.1544

FILED
SECRETARY OF STATE
1980 OCT 17 PM 12:06

ARTICLES OF AMENDMENT TO THE CHARTER

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THE COMMUNITY GOVERNING BOARD OF

MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, INC.

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is THE COMMUNITY GOVERNING BOARD OF MATTHEW WALKER COMPREHENSIVE HEALTH CENTER, INC.

2. The following Amendments to the Charter of Incorporation were duly adopted at a meeting of the members of the corporation on September 22, 1980.

(1) "In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future law, or to the Federal, State, or local government for exclusive public purpose."

(2) "Notwithstanding any other provision of these articles, this corporation will not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States internal revenue law or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States internal revenue law."

FILED
SECRETARY OF STATE
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(3) "This corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Coye of 1954 (or the corresponding provision of any future United States Internal Revenue Law)."

3. The above adopted Amendments shall be included as additional provisions to the Charter and shall become effective immediately upon the filing of these articles with the Secretary of State for the State of Tennessee.

DATED this the 22nd day of September, 1980.

COMMUNITY GOVERNING BOARD OF
MATTHEW WALKER COMPREHENSIVE
HEALTH CENTER, INC.
(formerly MATTHEW WALKER HEALTH
ASSOCIATION)

BY: Oscar D. Jackson
OSCAR JACKSON
ACTING PRESIDENT

FILED

DEC 14 '78

SECRETARY OF STATE

Pursuant to the [illegible] adopts the following [illegible]

1. The name of the corporation is

The Community Governing Board of Matthew Walker Comprehensive Health Center, Inc.

2. The amendment adopted is (insert amendment)

Section 2-b should read: "To operate as a separate entity for the operation of Matthew Walker Health Center, and/or Matthew Walker Comprehensive Health Center; and any other health centers which the board may establish or operate."

3. The amendment was duly adopted (at a meeting) (by the ~~unanimous consent~~) of the (~~shareholders~~) (members) on December 11, 19 78. (Strike inapplicable words).

4. If a corporation for profit, the manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected is as follows:

5. If the amendment is not to be effective when these articles are filed by the Secretary of State, the date it will be effective is [illegible] (not later than thirty (30) days after such filing).

Dated December 12, 1978

The Community Governing Board of Matthew Walker Comprehensive Health Center, Inc.

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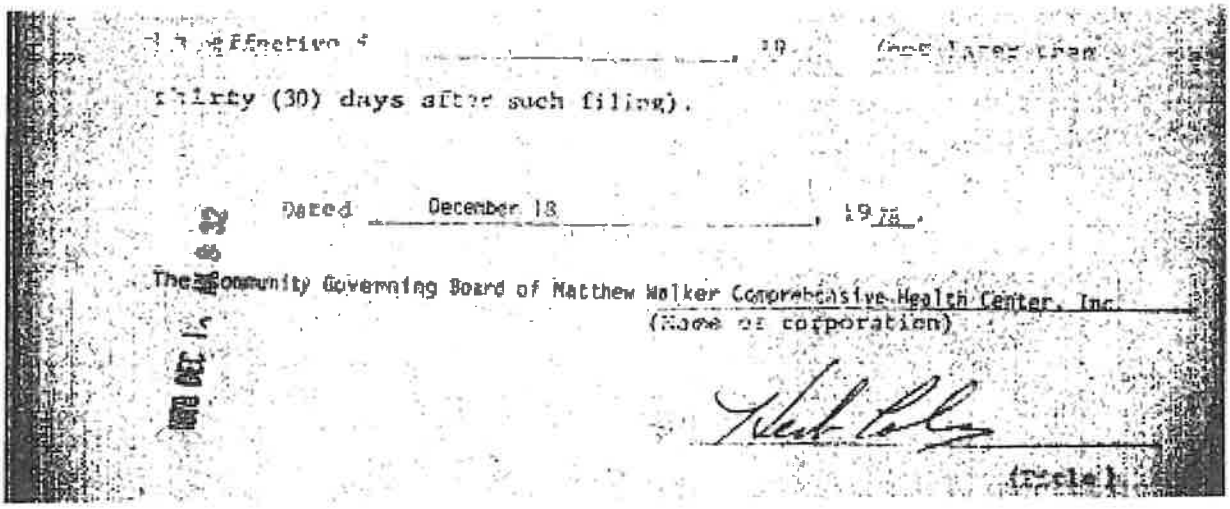


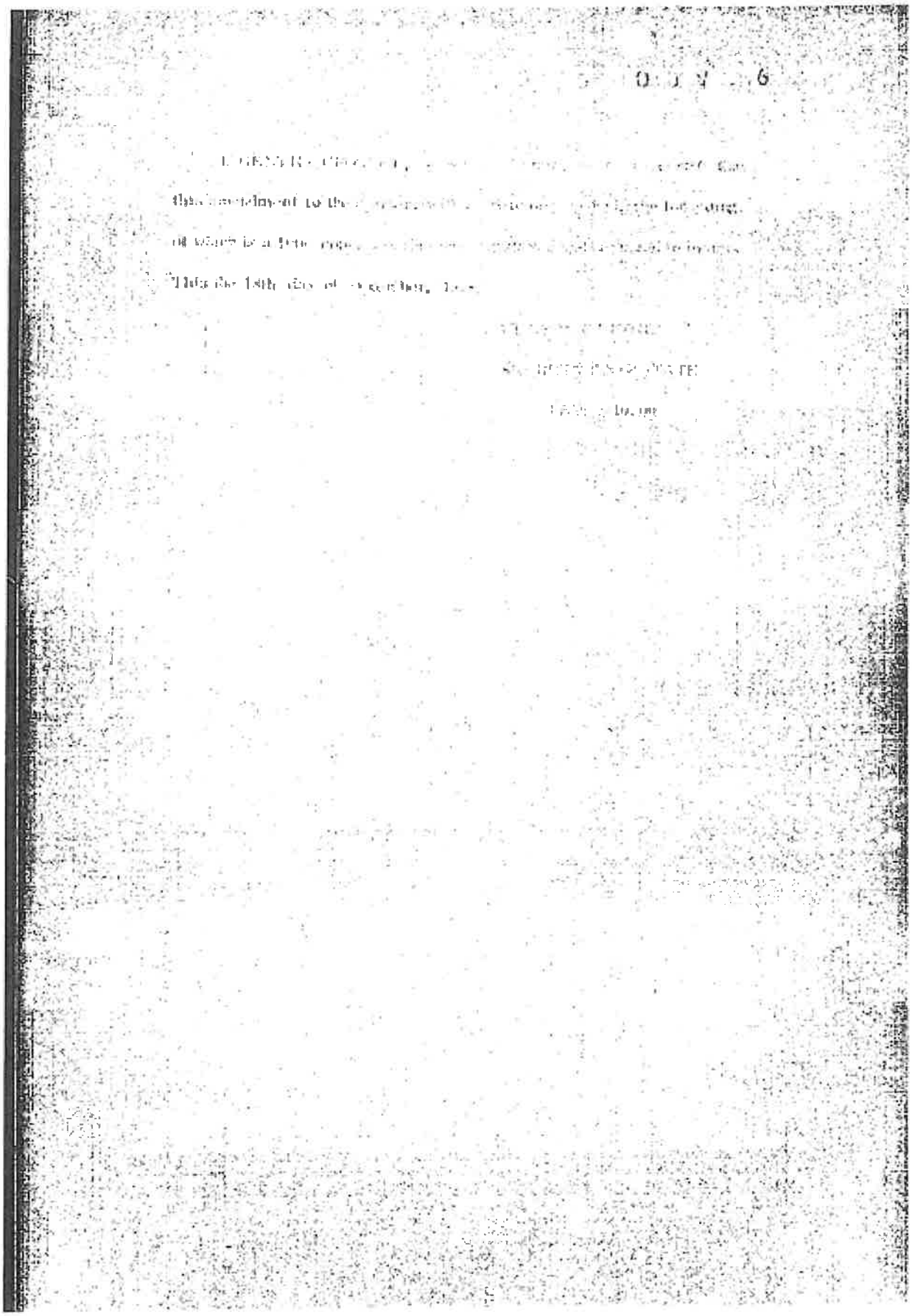
Effective [illegible] 19[illegible] (not later than thirty (30) days after such filing).

Dated December 18, 1973.

The Community Governing Board of Matthew Walker Comprehensive Health Center, Inc.
(Name of corporation)

By [signature]

(Title)



FILED: Mar... 29, 1978

ARTICLES OF AMENDMENT TO THE CHARTER

OF

MATTHEW WALKER HEALTH ASSOCIATION

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the Corporation is The Community Governing Board of Matthew Walker Comprehensive Health Center, Inc. (formerly known as Matthew Walker Health Association).

2. The following Amendment of the charter of Incorporation was adopted by the unanimous written consent of the members of the corporation on March 27, 1978:

"RESOLVED, that the name of the Corporation be changed from Matthew Walker Health Association to The Community Governing Board of Matthew Walker Comprehensive Health Center, Inc."

"RESOLVED, that the designated registered agent and his address be changed from Harold E. Groves, agent, 1010 Monroe Street, Nashville, Tennessee 37208, to Herb Cole, agent, at 1809 Hillmont Drive, Nashville, Tennessee 37215.

"RESOLVED, that the purpose for which the corporation is organized, in addition to but not in substitution for its original purposes, are:

(a) To serve as a governing board of the Matthew Walker Comprehensive Health Center, and any other health centers which the board may establish or operate

78 MAR 29 AM 8 07

PETWAY, BLACKSHEAR
& HAGWOOD
ATTORNEYS AT LAW
SUITE 1111, PARKWAY TOWER
NASHVILLE, TENNESSEE 37219

Center, and any other health centers which the board may establish or operate.

(b) To operate as a separate entity from and establish a governing board - grantee agency relationship with Meharry Medical College Board of Trustees for the operation of Matthew Walker Comprehensive Health Center, and any other health

centers which the board may establish or operate.

(c) To develop additional programs to augment the general health of the community through comprehensive health programs, both in and out of the Centers.

(d) To recruit community leadership which will commit itself to the practical development of health and related programs within the community through active participation on the Board and its programs.

(e) To provide exclusively for charitable, educational, scientific purposes, medical, clinical, paramedical, dental, pharmaceutical, and related treatment and services to those persons defined in the directives of the United States Department of Health, Education and Welfare (HEW) who are sick, injured convalescent, and aged, including but not in limitation to those who are medically indigent and members of the neighborhoods comprising the community served by the Matthew Walker Comprehensive health Center, and for such additional purposes consistent to and particularly described and set forth in Section 330 of the Public Health Service Act (42 U.S.C. §254 (c)) and the rules and regulations promulgated thereunder by the Department of Health, Education and Welfare (HEW), and for such purposes, aims, and objectives to qualify as an exempt organization under Section 501 (c) (3) of the United States Internal Revenue Code, or the corresponding provision of any future law, as amended."

FILED: March 29, 1978

"RESOLVED, that the provision in Section 8 of the charter providing that "Members of the Matthew Walker Health Council, which shall constitute the Board of Directors of the corporation, shall be elected by the members of the corporation voting by geographical districts" is changed to provide that members of the Board shall consist of at least nine (9) but not more than twenty-five (25) members, the election and terms of which as shall be determined in the by laws consistent with the rules and regulations of the Department of Health, Education and Welfare."

"RESOLVED, that Section 7 of the charter providing for the directors of the corporation to be divided into two (2) classes is changed to provide that the members of the Board shall be classified with respect to the terms for which they shall hold office by dividing them into three (3) classes, each class consisting of, as nearly as practicable, one-third (1/3) of the whole number of members."

"RESOLVED, that Section 9 of the charter providing that one-tenth (1/10) of the members of the Corporation entitled to vote shall constitute a quorum is changed to provide that the presence of a majority of the voting members of the Board shall

provide that the presence of a majority of the voting members of the Board shall constitute a quorum."

3. The amendments adopted shall be effective immediately upon the filing of these articles to the Secretary of State for the State of Tennessee.

DATED: March 27, 1978.

PENLAND, BLACKSHEAR, & HAYWOOD
ATTORNEYS AT LAW
SUITE 1010, FAIRWAY TOWER
ASHEVILLE, TENNESSEE 37219

FILED: March 29, 1978

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Community Governing Board of
Matthew Walker Comprehensive
Health Center, Inc. (formerly
Matthew Walker Health Association)

BY _____
HERB COLE
PRESIDENT

I, GENTRY CROWELL, Secretary of State, do hereby certify that this amendment to the charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me. This the 29th day of March, 1978.

GENTRY CROWELL

SECRETARY OF STATE

FEE: $10.00

CHARTER

OF

MATTHEW WALKER HEALTH ASSOCIATION

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

1. The name of the corporation is Matthew Walker Health Association.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be 1501 Herman Street, Nashville, County of Davidson.

4. The corporation is not for profit.

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

To provide by means of its Health Council a policy advisory board to the Matthew Walker Health Center of Meharry Medical College, including participation in such activities as the development and review of applications for OEO assistance, the establishment of program priorities, the selection of the project director, the location and hours of the Center's services, the development of employment policies and selection criteria for staff personnel, the establishment of eligibility criteria and fee schedule, the selection of neighborhood residents as trainees, the evaluation of suggestions and complaints from neighborhood

...ed schedule, the selection of neighborhood residents as trainees, the evaluation of suggestions and complaints from neighborhood residents, the development of methods for increasing neighborhood participation, the recruitment of volunteers, the strengthening of relationships with other community groups, and the other matters relating to project implementation and improvement, and to do all other things incidental or desirable in connection therewith.

JUNE 23, 1970

6. This corporation is to have members.

7. The directors of the corporation shall be divided into two (2) classes for terms of office which expire at

JUNE 23, 1970

6. This corporation is to have members.

7. The directors of the corporation shall be divided into two (2) classes for terms of office which expire at different times.

8. Members of the Matthew Walker Health Council, which shall constitute the Board of Directors of the corporation, shall be elected by the members of the corporation voting by geographical districts.

9. One-tenth (1/10) of the members of the corporation entitled to vote shall constitute a quorum.

Dated June 2, 1970.

Incorporator

Incorporator

Incorporator

Incorporator

Incorporator

Incorporator

I, JOE C. CARR, Secretary of State, do certify that this Charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me,

This the 23rd day of June, 1970

JOE C. CARR,

SECRETARY OF STATE

FEE: $ 10.00

Matthew Walker Comprehensive Health Center, Inc.

Independent Auditor's Reports, Financial Statements, and Supplementary Information

January 31, 2025 and 2024

Matthew Walker Comprehensive Health Center, Inc.
Contents
January 31, 2025 and 2024

Matthew Walker Comprehensive Health Center, Inc.
Rosters of Management Officials and Board Members

Management Officials

Katina R. Beard, Chief Executive Officer

Robin Dean, Director of Human Resources

Tera Hambrick, General Counsel & Director of Regulatory Affairs

Melanie Sterbenc, Chief Financial Officer

Angela Ross, Dental Director

Ida Michele Williams, Chief Medical Officer

Board Members

Tanya Washington, Chair

Jonny Woo, Vice Chair

Tony Boykin, Treasurer

Sonja Mallery, Secretary

Charles Frazier

Corey McMahan

Kelvin Moses, MD

Angela Horton, MD

Marvin Evans

Alexandra Murphy-Toub, JD

Ashley Williams

Ronda Webb-Stewart

Adriane Good

Leah Cordoves, MD

Forvis Mazars, LLP
101 S. 5th Street, Suite 3800
Louisville, KY 40202
P 502.581.0435 | F 502.581.0723
forvismazars.us

forvis mazars

Independent Auditor's Report

Board of Directors
Matthew Walker Comprehensive Health Center, Inc.
Nashville, Tennessee

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Matthew Walker Comprehensive Health Center, Inc., which comprise the balance sheets as of January 31, 2025 and 2024, and the related statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Matthew Walker Comprehensive Health Center, Inc., as of January 31, 2025 and 2024, and the results of its operations, changes in net assets, and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the rosters of management officials and board members, 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 October 28, 2025, on our consideration of Matthew Walker Comprehensive Health Center, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Matthew Walker Comprehensive Health Center, Inc.'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 Matthew Walker Comprehensive Health Center, Inc.'s internal control over financial reporting and compliance.

Forvis Mazars, LLP

Louisville, Kentucky
October 28, 2025

Matthew Walker Comprehensive Health Center, Inc.
Balance Sheets
January 31, 2025 and 2024

	2025	2024
ASSETS		
Current Assets		
Cash and cash equivalents	$ 2,602,773	$ 4,565,217
Restricted cash	10,194	16,268
Patient accounts receivable	1,046,401	1,433,700
Other current receivables	616,494	286,285
Inventories	678,929	118,076
Prepaid expenses	189,704	186,354
Total Current Assets	5,144,495	6,605,900
Property, Plant, and Equipment, at Cost		
Land and improvements	506,269	506,269
Buildings and improvements	7,433,975	7,340,693
Furniture, equipment, and vehicles	6,692,184	6,605,782
	14,632,428	14,452,744
Accumulated depreciation and amortization	(8,673,543)	(8,101,886)
	5,958,885	6,350,858
Total Assets	$ 11,103,380	$ 12,956,758
LIABILITIES AND NET ASSETS		
Liabilities		
Current Liabilities		
Accounts payable	$ 323,607	$ 321,081
Current portion of long-term debt	2,161,727	312,500
Current portion of finance lease liabilities	24,571	23,703
Accrued compensation and related payables	1,118,509	977,617
Accrued expenses and other liabilities	105,437	101,112
Deferred revenue	378,638	3,758
Total Current Liabilities	4,112,489	1,739,771
Long-Term Debt, Net	-	2,158,001
Finance Lease Liabilities	65,433	90,004
Total Liabilities	4,177,922	3,987,776
Net Assets		
Without donor restrictions	6,740,224	8,776,342
With donor restrictions	185,234	192,640
Total Net Assets	6,925,458	8,968,982
Total Liabilities And Net Assets	$ 11,103,380	$ 12,956,758

See Notes to Financial Statements

Matthew Walker Comprehensive Health Center, Inc.
Statements of Operations and Changes in Net Assets
Years Ended January 31, 2025 and 2024

	2025	2024
Unrestricted Revenues, Gains, and Other Support		
Patient service revenue	$ 6,086,692	$ 5,510,157
Government grants and other contracts		
Federal	7,579,186	8,583,832
Other grant revenue	1,402,183	1,261,602
Contribution of cash and other financial assets	217,136	3,367,070
Contribution of nonfinancial assets	571,310	16,086
Other revenue	108,528	46,585
Net assets released from restrictions used for operations	7,406	7,360
Total Unrestricted Revenues, Gains, and Other Support	15,972,441	18,792,692
Expenses and Losses		
Salaries and wages	9,857,172	9,460,561
Employee benefits	2,090,994	1,997,790
Purchased services and professional fees	936,295	830,537
Supplies	883,580	690,760
Occupancy	1,772,008	1,636,366
Depreciation	571,659	551,011
Interest	81,400	90,899
Other expenses	1,815,451	1,767,104
Total Expenses and Losses	18,008,559	17,025,028
Excess (Deficiency) of Revenues over Expenses and Change in Net Assets Without Donor Restrictions	(2,036,118)	1,767,664
Increase (Decrease) in Net Assets Without Donor Restrictions	(2,036,118)	1,767,664
Change in Net Assets with Donor Restrictions		
Net assets released from restrictions	(7,406)	(7,360)
Decrease in Net Assets with Donor Restrictions	(7,406)	(7,360)
Change in Net Assets	(2,043,524)	1,760,304
Net Assets, Beginning of Year	8,968,982	7,208,678
Net Assets, End of Year	$ 6,925,458	$ 8,968,982

See Notes to Financial Statements

Matthew Walker Comprehensive Health Center, Inc.
Statements of Functional Expenses
Years Ended January 31, 2025 and 2024

	2025				
	Healthcare Services			Support Services	
	Medical	Dental	Pharmacy	General and Administrative	Total
Salaries and wages	$ 6,770,534	$ 877,925	$ 331,760	$ 1,876,953	$ 9,857,172
Employee benefits	1,385,447	189,339	55,626	460,582	2,090,994
Purchased services and professional fees	396,946	81,064	2,117	456,168	936,295
Supplies	648,752	110,607	92,603	31,618	883,580
Occupancy	685,051	155,629	14,605	916,723	1,772,008
Depreciation	340,948	180,981	1,588	48,142	571,659
Interest	-	-	-	81,400	81,400
Other expenses	908,795	123,994	11,522	771,140	1,815,451
	$ 11,136,473	$ 1,719,539	$ 509,821	$ 4,642,726	$ 18,008,559

	2024				
	Healthcare Services			Support Services	
	Medical	Dental	Pharmacy	General and Administrative	Total
Salaries and wages	$ 6,371,134	$ 1,070,335	$ 335,527	$ 1,683,565	$ 9,460,561
Employee benefits	1,268,006	243,078	55,030	431,676	1,997,790
Purchased services and professional fees	385,753	101,744	-	343,040	830,537
Supplies	297,070	140,720	222,951	30,019	690,760
Occupancy	574,778	152,039	13,265	896,284	1,636,366
Depreciation	316,864	186,434	1,810	45,903	551,011
Interest	-	-	-	90,899	90,899
Other expenses	897,897	191,509	10,673	667,025	1,767,104
	$ 10,111,502	$ 2,085,859	$ 639,256	$ 4,188,411	$ 17,025,028

See Notes to Financial Statements

Matthew Walker Comprehensive Health Center, Inc.
Statements of Cash Flows
Years Ended January 31, 2025 and 2024

	2025	2024
Operating Activities		
Change in net assets	$ (2,043,524)	$ 1,760,304
Items not requiring (providing) operating cash flows		
(Gain) loss on sale of property and equipment	-	12,641
Depreciation	571,659	551,011
Amortization of debt issuance costs	3,726	3,726
Changes in		
Patient accounts receivable	387,299	89,528
Prepaid expenses and other current receivables	(333,559)	679,901
Accounts payable, accrued expenses, and other liabilities	6,851	(90,562)
Inventories	(560,853)	(33,843)
Accrued compensation and related payables	140,892	(15,263)
Deferred revenue	374,880	(9,801)
Net Cash Provided by (Used in) Operating Activities	(1,452,629)	2,947,642
Investing Activities		
Purchase of property and equipment	(179,686)	(257,417)
Proceeds from sale of property and equipment	-	17,702
Net Cash Used in Investing Activities	(179,686)	(239,715)
Financing Activities		
Principal payments on long-term debt	(312,500)	(312,500)
Payments on finance lease liabilities	(23,703)	(38,448)
Net Cash Used in Financing Activities	(336,203)	(350,948)
Increase (Decrease) in Cash, Restricted Cash, and Cash Equivalents	(1,968,518)	2,356,979
Cash, Restricted Cash, and Cash Equivalents, Beginning of Year	4,581,485	2,224,506
Cash, Restricted Cash, and Cash Equivalents, End of Year	$ 2,612,967	$ 4,581,485
Supplemental Cash Flows Information		
Interest paid	$ 77,674	$ 87,173
ROU assets obtained in exchange for new finance lease liabilities	$ -	$ 130,805
Cash and cash equivalents	$ 2,602,773	$ 4,565,217
Restricted cash	10,194	16,268
Total cash and cash equivalents shown in the statements of cash flows	$ 2,612,967	$ 4,581,485

See Notes to Financial Statements

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Matthew Walker Comprehensive Health Center, Inc. (Center) is a federally qualified health center (FQHC), which provides healthcare services to a largely medically underserved population in Nashville, Smyrna, and Clarksville, Tennessee. The Center primarily earns revenues by providing physician, dental, and related healthcare services to low-income residents of the surrounding areas.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash equivalents consist of money market funds totaling $1,082,513 and $2,993,883 at January 31, 2025 and 2024. The measurement of the money market securities are based on quoted prices in active markets and thus are considered Level 1 securities and are not federally insured.

At January 31, 2025, the Center's cash accounts exceeded federally insured limits by approximately $1,027,000, excluding money market funds.

Restricted Cash

Restricted cash consists of cash held by the Center on behalf of other organizations. The amounts owed to the related organizations are included in accrued expenses and other liabilities in the balance sheets at January 31, 2025 and 2024.

Patient Accounts Receivable

Patient accounts receivable reflect the outstanding amount of consideration to which the Center expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others. As a service to the patient, the Center bills third-party payors directly and bills the patient when the patient's responsibility for co-pays, coinsurance, and deductibles is determined. Patient accounts receivable are due in full when billed.

No material bad debt expense was recognized for the years ended January 31, 2025 and 2024.

Patient accounts receivable balances were $1,046,401 and $1,433,700 at the end of the year and beginning of the year of January 31, 2025, respectively. Patient accounts receivable balances were $1,433,700 and $1,523,228 at the end of the year and beginning of the year of January 31, 2024, respectively.

Supplies

Supply inventories consist of certain medical and dental supplies and pharmaceuticals. Inventories are stated at the lower of cost or net realizable value. Costs of inventories are determined using the first-in, first-out method.

Property and Equipment

Property and equipment acquisitions are recorded at cost and are depreciated using the straight-line method over the estimated useful life of each asset. Assets under finance leases and leasehold improvements are depreciated over the shorter of the lease term or their respective estimated useful lives.

The estimated useful lives for each major depreciable classification of property and equipment are as follows:

Furniture, equipment, and vehicles	3 to 10 years
Building improvements	5 to 20 years
Buildings	50 years

Certain property and equipment have been purchased with grant funds received from various federal agencies. Such items may be reclaimed by the federal government if not used to further the grant's objectives.

Donations of property and equipment are reported at fair value as an increase in net assets without donor restrictions unless use of the assets is restricted by the donor.

Monetary gifts that must be used to acquire property and equipment are reported as restricted support. The expiration of such restrictions is reported as an increase in net assets without donor restrictions when the donated asset is placed in service.

Long-Lived Asset Impairment

The Center evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

No asset impairment was recognized during the years ended 2024 and 2025.

Debt Issuance Costs

Debt issuance costs represent costs incurred in connection with the issuance of long-term debt. Such costs are being amortized over the term of the respective debt using the straight-line method.

Deferred Revenue

Deferred revenue consists of grant contributions received but designated for use in specific activities which have not occurred, or for a specific grant period, and are recognized as expenditures are incurred, or ratably over the grant period, respectively.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor restrictions.

Net assets without donor restrictions are available for use in general operations and are not subject to donor restrictions.

Net assets with donor restrictions are subject to donor restrictions. Restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor.

Patient Service Revenue

Patient service revenue is recognized as the Center satisfies performance obligations under its contracts with patients. Patient service revenue is reported at the estimated transaction price or amount that reflects the consideration to which the Center expects to be entitled in exchange for providing patient care. 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 policies and implicit price concessions provided to uninsured patients.

The Center determines its estimates of explicit price concessions, which represent adjustments and discounts based on contractual agreements, its discount policies and historical experience by payor groups. The Center determines its estimate of implicit price concessions based on its historical collection experience by classes of patients. The estimated amounts also include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews and investigations by third-party payors.

Government Grants and Contracts

Revenue from government grants and contracts designated for use in specific activities is recognized in the period when expenditures have been incurred in compliance with the grantor's restrictions. Grants and contracts awarded for the acquisition of long-lived assets are reported as unrestricted nonoperating revenue during the fiscal year in which the assets are acquired. Cash received in excess of revenue recognized is recorded as refundable advances. These grants and contracts require the Center to provide certain healthcare services during specified periods. If such services are not provided, the governmental entities are not obligated to disburse the funds allotted under the grants and contracts.

Contributions

Contributions are provided to the Center either with or without restrictions placed on the gift by the donor. Revenues and net assets are separately reported to reflect the nature of those gifts, with or without donor restrictions. The value recorded for each contribution is recognized as follows:

Nature of the Gift	Value Recognized
Conditional gifts, with or without restriction	
Gifts that depend on the Center overcoming a donor-imposed barrier to be entitled to the funds	Not recognized until the gift becomes unconditional, *i.e.*, the donor-imposed barrier is met
Unconditional gifts, with or without restriction	
Received at date of gift – cash and other assets	Fair value
Received at date of gift – property, equipment, and long-lived assets	Estimated fair value
Expected to be collected within one year	Net realizable value
Collected in future years	Initially reported at fair value determined using the discounted present value of estimated future cash flows technique

In addition to the amount initially recognized, revenue for unconditional gifts to be collected in future years is also recognized each year as the present-value discount is amortized using the level-yield method.

When a donor-stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restrictions. Absent explicit donor stipulations for the period of time that long-lived assets must be held, expirations of restrictions for gifts of land, buildings, equipment, and other long-lived assets are reported when those assets are placed in service.

Gifts and investment income having donor stipulations which are satisfied in the period the gift is received are recorded as revenue and net assets without donor restrictions.

Conditional contributions having donor stipulations which are satisfied in the period the gift is received are recorded as revenue and net assets without donor restrictions.

Contributed Nonfinancial Assets

For the years ended January 31, 2025 and 2024, contributed nonfinancial assets recognized within the statements of operations and changes in net assets include pharmaceutical supplies from various donors. It is the policy of the Center to record the estimated fair value of the nonfinancial assets as an expense in its financial statements, and similarly increase the nonfinancial contribution revenue by the same amount. For the years ended January 31, 2025 and 2024, $571,310 and $16,086, respectively, were received as nonfinancial asset contributions. Contributed nonfinancial assets did not have donor-imposed restrictions.

Functional Expenses

The Center's expenses have been summarized on a functional basis in the statements of functional expenses. Certain costs have been allocated among program and supporting expenses based on actual direct expenditures and other methods.

Risk Management

The Center is exposed to various risks of loss from torts, theft of, damage to and destruction of assets, business interruption, errors and omissions, employee injuries and illnesses, natural disasters and employee health, dental and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters other than medical malpractice claims. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

The U.S. Department of Health and Human Services (HHS) has deemed the Center and its practicing physicians covered under the *Federal Tort Claims Act* (FTCA) for damages for personal injury, including death, resulting from the performance of medical, surgical, dental, and related functions. FTCA coverage is comparable to an occurrence policy without a monetary cap.

Income Taxes

The Center has been recognized as exempt from income taxes under Section 501 of the Internal Revenue Code and a similar provision of state law. However, the Center is subject to federal income tax on any unrelated business taxable income.

The Center files tax returns in the U.S. federal jurisdiction.

Reclassifications

Certain reclassifications have been made to the 2024 financial statements to conform to the 2025 financial statement presentation. These reclassifications had no effect on the change in net assets.

Note 2. Grant Revenue

The Center is the recipient of a Consolidated Health Centers (CHC) grant from the HHS. The general purpose of the grants is to provide expanded healthcare service delivery for the medically underserved population in and around Nashville, Smyrna, and Clarksville, Tennessee. Terms of the grant generally provide for funding of the Center's operations based on an approved budget. Grant revenue is recognized as qualifying expenditures are incurred over the grant period. During the years ended January 31, 2025 and 2024, the Center recognized $6,441,239 and $7,905,658, respectively, in CHC grant revenue. The Center has been authorized for funding in the

amount of $6,916,312 for the grant year ending January 31, 2026. In March 2021 and August 2022, the Center was awarded an additional $5,044,125 and $65,500, respectively, as part of the *American Rescue Plan Act of 2021*, with a budget period of April 2021 through March 2024, of which $152,405 and $1,726,803 was expended in the years ended January 31, 2025 and 2024, respectively.

In addition to the CHC grant, the Center receives additional financial support from other federal, state, and private sources. Generally, such support requires compliance with terms and conditions specified in grant agreements and must be renewed on an annual basis.

Note 3. Patient Service Revenue

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. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Center bills the patients and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied.

Performance Obligations

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 a faithful 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 of the Center receiving services in its clinics. The Center measures the performance obligation from the commencement of an outpatient service to the point when it is no longer required to provide services to that patient, which is generally at the time of completion of the outpatient services. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to its patients and customers in a retail setting (for example, pharmaceuticals) and the Center does not believe it is required to provide additional goods related to the patient.

Transaction Price

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, and implicit price concessions provided to uninsured patients. The Center determines its estimates of contractual adjustments and discounts based on contractual agreements, its sliding fee discount program policies and historical experience. The Center determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

Third-Party Payors

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

Medicare. Covered FQHC services rendered to Medicare program beneficiaries are paid in accordance with provisions of Medicare's prospective payment system (PPS) for FQHCs. Medicare payments, including patient coinsurance, are paid on the lesser of the Center's actual charge or the applicable PPS rate. Services not covered under the FQHC benefit are paid based on established fee schedules.

Medicaid. Covered FQHC services rendered to Medicaid program beneficiaries are paid on a prospective reimbursement methodology. The Center is reimbursed a set encounter rate for all services under the plan. Services not covered under the FQHC benefit are paid based on established fee schedules.

Other. Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per-discharge discounts from established charges.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various healthcare organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation, as well as significant regulatory action, including fines, penalties and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Center's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Center. In addition, the contracts the Center has with commercial payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive 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, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known based on newly available information or as years are settled or are no longer subject to such audits, reviews and investigations. Adjustments arising from a change in the transaction price were not significant in 2025 and 2024.

Refund Liabilities

From time to time, the Center will receive overpayments of patient balances from third-party payors or patients resulting in amounts owed back to either the patients or third-party payors. These amounts are excluded from revenues and are recorded as liabilities until they are refunded. No material refunds to third-party payors and patients have been recognized for the years ended January 31, 2025 and 2024.

Patient and Uninsured Payors

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 patients and patients with other uninsured balances, such as copays and deductibles. The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Center expects to collect based on its collection history with those patients.

Generally, patients who are covered by third-party payors are responsible for related deductibles and coinsurance, which vary in amount. As required by Section 330 of the *Public Health Service Act* (42 U.S.C. §254b), the Center also has established a sliding fee discount program and offers low-income patients a sliding fee discount 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, sliding fee discounts and implicit price concessions based on historical collection experience. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change. For the years ended January 31, 2025 and 2024, no significant revenue was recognized due to changes in its estimates of implicit price concessions, discounts and contractual adjustments for performance obligations satisfied in prior years. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay are recorded as bad debt expense.

Revenue Composition

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, managed care, or other insurance, patient) have different reimbursement and payment methodologies
- The Center's line of business that provided the service (for example, medical outpatient, dental outpatient, pharmacy, etc.)

The composition of patient service revenue by payor for the years ended January 31, 2025 and 2024 is as follows:

	2025	2024
Medicare	$ 340,584	$ 746,257
Medicaid	3,058,532	2,962,584
Other third-party payors	1,668,188	1,529,861
Self-pay	1,019,388	271,455
Totals	$ 6,086,692	$ 5,510,157

Financing Component

The Center has elected the practical expedient allowed under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606-10-32-18 and does not adjust the promised amount of consideration from patients and third-party payors for the effects of a significant financing component due to the Center's expectation that the period between the time the service is provided to a patient and the time the patient or a third-party payor pays for that service will be one year or less.

Contract Costs

The Center has applied the practical expedient provided by FASB ASC 340-40-25-4 and all incremental customer contract acquisition costs are expensed as they are incurred, as the amortization period of the asset that the Center otherwise would have recognized is one year or less in duration.

Note 4. Concentration of Credit Risk

The Center grants credit without collateral to its patients, most of whom are area residents and are insured under third-party payor agreements. The mix of net receivables from patients and third-party payors at January 31, 2025 and 2024 is:

	2025	2024
Medicare	5%	3%
Medicaid	69%	81%
Other third-party payors	17%	11%
Self-pay	9%	5%
Totals	100%	100%

Note 5. Medical Malpractice Claims

HHS deemed the Center and its practicing medical professionals covered under FTCA for damage for personal injury, including death, resulting from the performance of medical, surgical, dental, and related functions. FTCA coverage is comparable to an occurrence policy without a monetary cap.

The Center purchases general liability insurance under a claims-made policy on a fixed premium basis for services provided outside of the scope of FTCA.

Claim liabilities are to be determined without consideration of insurance recoveries. Expected recoveries are presented separately. Based upon the Center's claims experience, no accrual has been made for the Center's medical malpractice costs for the years ended January 31, 2025 and 2024. It is reasonably possible that this estimate could change materially in the near term.

Note 6. Long-Term Debt

	2025	2024
Mortgage note payable, bank (A)	$ 2,187,500	$ 2,500,000
Less unamortized deferred financing costs	25,773	29,499
Less current maturities	2,161,727	312,500
	$ -	$ 2,158,001

(A) Due January 2032; payable $26,042 monthly, including fixed interest at 3.09%. The note is secured by the real property at the Center's Nashville location. Unamortized debt issuance costs were $25,773 and $29,499 at January 31, 2025 and 2024, respectively.

Under the terms of the mortgage note payable, the Center has agreed to certain covenants, which among other things, require the Center to maintain specified financial ratios and delivery of audited financial statements. At January 31, 2025, the Center was in violation of its debt service coverage ratio and obtained a waiver. The Center is required to meet the same specified financial ratios at January 31, 2026.

Aggregate annual contractual maturities and sinking fund requirements of long-term debt obligations at January 31, 2025 are:

	Long-Term Debt
2026	$ 312,500
2027	312,500
2028	312,500
2029	312,500
2030	312,500
Thereafter	625,000
	$ 2,187,500

Note 7. Net Assets

Net Assets with Donor Restrictions

Net assets with donor restrictions at January 31 are restricted for the following purposes:

	2025	2024
Subject to expenditure for specified purpose		
Workforce development	$ 185,234	$ 192,640
	$ 185,234	$ 192,640

Net Assets Without Donor Restrictions

Net assets without donor restrictions at January 31, 2025 and 2024 are undesignated.

Net Assets Released from Restrictions

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors. Revenues of $7,406 and $7,360 were released from restrictions relating to workforce development expenditures incurred during the years ended January 31, 2025 and 2024.

Note 8. Liquidity and Availability

The Center's financial assets available within one year of the balance sheet date for general expenditure are:

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.

	2025	2024
Financial assets at year-end		
Cash and cash equivalents	$ 2,602,773	$ 4,565,217
Restricted cash	10,194	16,268
Patient accounts receivable	1,046,401	1,433,700
Other current receivables	616,494	286,285
Total financial assets	4,275,862	6,301,470
Less amounts not available to be used within one year		
Restricted cash held for others	10,194	16,268
Financial assets available to meet general expenditures within one year	$ 4,265,668	$ 6,285,202

Note 9. Operating Leases

Accounting Policies

The Center determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Center determines lease classification as operating or finance at the lease commencement date. Finance leases are included in property and equipment and current portion of finance lease liabilities.

The Center combines lease and nonlease components, such as common area and other maintenance costs, and accounts for them as a single lease component in calculating the ROU assets and lease liabilities for its office buildings and certain equipment.

At lease commencement, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Center has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The lease term may include options to extend or to terminate the lease that the Center is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

The Center has elected not to record leases with an initial term of 12 months or less on the balance sheets. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Nature of Leases

The Center has entered into the following lease arrangements:

Finance Leases

These leases mainly consist of various printers and tablets through leases expiring in 2029. Termination of the leases generally are prohibited unless there is a violation under the lease agreement.

Property and equipment include the following property under finance leases at January 31, 2025 and 2024:

	2025	2024
Equipment	$ 130,805	$ 130,805
Accumulated depreciation	(43,601)	(18,686)
	$ 87,204	$ 112,119

Short-Term Leases

The Center leases certain clinic space on a month to month basis as well as certain storage units. The expected lease terms are less than 12 months. Total lease expense included in operating expenses for the year ended January 31, 2025 and 2024 was $280,531 and $237,456, respectively.

All Leases

The Center has no material related-party leases.

The Center's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Quantitative Disclosures

The lease cost and other required information for the year ended January 31, 2025 and 2024 are:

	2025	2024
Lease cost		
Finance lease cost		
Amortization of right-of-use asset	$ 24,915	$ 38,246
Interest on lease liabilities	3,705	3,458
Short-term lease cost	280,531	237,456
Total lease cost	$ 309,151	$ 279,160

	2025	2024
Other information		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from finance leases	$ 3,705	$ 3,458
Financing cash flows from finance leases	$ 23,703	$ 38,448
Weighted-average remaining lease term		
Finance leases	3.5 years	4.5 years
Weighted-average discount rate		
Finance leases	3.6%	3.6%

Future minimum lease payments and reconciliation to the balance sheet at January 31, 2025 are as follows:

2026	$ 27,408
2027	27,408
2028	27,408
2029	13,704
Total future undiscounted lease payments	95,928
Less imputed interest	5,924
Lease liabilities	$ 90,004

Note 10. Retirement Plan

The Center has a defined contribution retirement plan covering substantially all employees who meet certain eligibility requirements. The board of directors annually determines the amount, if any, of the Center's contributions to the plan. Contribution expense was $250,748 and $244,835 (revised) for 2024 and 2024, respectively, and $260,488 and $258,287 (revised) is accrued as a contribution payable at January 31, 2025 and 2024, respectively.

Note 11. Significant Estimates and Concentrations

Accounting principles generally accepted in the United States require disclosure of certain significant estimates and current vulnerabilities due to certain concentrations. Those matters include the following:

Grant Revenues

During the year ended January 31, 2025, the Center received $7,579,186 in federal funds, which represents 47% of total support and revenues.

During the year ended January 31, 2024, the Center received $8,583,832 in federal funds, which represents 46% of total support and revenues.

Allowance for Patient Service Revenue Adjustments

Estimates of allowances for adjustments included in patient service revenue are described in Notes 1 and 3.

Medical Malpractice Claims

Estimates related to the accrual for medical malpractice claims are described in Notes 1 and 5.

Litigation

In the normal course of business, the Center is, from time to time, subject to allegations that may or do result in litigation. In management's opinion, the ultimate liability resulting from such claims and litigation, if any, will not materially affect the Center's financial statements.

Note 12. Subsequent Events

Subsequent events have been evaluated through October 28, 2025, which is the date the financial statements were available to be issued.

Supplementary Information

Matthew Walker Comprehensive Health Center, Inc.
Schedule of Expenditures of Federal Awards and State Financial Assistance
Year Ended January 31, 2025

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Assistance Listing Number	Entity Identifying Number	Provided to Subrecipients	Total Expenditures
Federal Awards				
U.S. Department of Health and Human Services/ Health Center Program/Health Center Program Cluster	93.224	N/A	$ -	$ 1,385,718
U.S. Department of Health and Human Services/ *Affordable Care Act* Grants for New and Expanded Services under the Health Center Program/Health Center Program Cluster	93.527	N/A	-	4,388,105
U.S. Department of Health and Human Services/ *American Rescue Plan Act* Funding for Health Centers/Health Center Program Cluster	93.224	N/A	-	152,405
U.S. Department of Health and Human Services/ Accelerating Cancer Screening	93.224	N/A	-	355,215
U.S. Department of Health and Human Services/ *Affordable Care Act* – New and Expanded Services-COVID-19 Vaccination	93.527	N/A	-	105,395
U.S. Department of Health and Human Services/ *Affordable Care Act* – New and Expanded Services-Bridges Access	93.527	N/A	-	54,401
Total Health Center Program Cluster			-	6,441,239
U.S. Department of Housing and Urban Development Passed through City of Clarksville, Tennessee *Community Development Block Grant Coronavirus Program*	14.218	B-20-MW-47-0002	-	38,505
Total CDBG – Entitlement Grants Cluster			-	38,505
U.S. Department of Health and Human Services/ Passed through Meharry Medical College *Tennessee COVID-19 Community-Engaged Research Coalition (Lung Diseases Research)*	93.838	1OT2HL156812	-	45,824
Total LDR – Research and Development Cluster			-	45,824
U.S. Department of Health and Human Services/ Congressionally Directed Spending for Construction Projects	93.493	N/A	-	256,854
U.S. Department of Health and Human Services/ Passed through from Metro United Way Metropolitan Nashville/*Centers of Disease Control HIV/AIDS Prevention Services*	93.939	NU65PS923764	-	4,390
U.S. Department of Health and Human Services/ Passed through the State of Tennessee Department of Mental Health and Substance Abuse Services *State Opioid Response – Spoke*	93.788	N/A	-	133,214
U.S. Department of Health and Human Services/ Passed through Meharry Medical College *Model State Supported AHEC Program*	93.107	U77HP03040	-	117,853
U.S. Department of Health and Human Services/ Passed through Nashville Metro Public Health Department *Disparities Grant*	93.391	CDC-RFA-OT21-2103	-	108,848
U.S. Department of Health and Human Services/ Passed through Nashville Metro Public Health Department *Community Health Workers*	93.495	CDC-RFA-DP21-2109	-	166,411
U.S. Department of Health and Human Services/ Passed through Tennessee Primary Care Association *Disparities Grant*	93.391	CDC-RFA-OT21-2103	-	10,333
U.S. Department of Health and Human Services/ Passed through Coverage, Inc *Title X Family Planning Services*	93.217	FPHPA006550	-	255,715
Total Expenditures of Federal Awards			-	7,579,186

The accompanying notes are an integral part of this Schedule

Matthew Walker Comprehensive Health Center, Inc.
Schedule of Expenditures of Federal Awards
and State Financial Assistance
Year Ended January 31, 2025

(Continued)

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Provided to Subrecipients	Total Expenditures
State Financial Assistance				
State of Tennessee Department of Finance and Administration, Division of TennCare Community Health Worker Infrastructure Investment and Related Technical Assistance	N/A	77667-G	$ -	$ 260,000
Tennessee Department of Health/Primary Care Services to Uninsured Adults Ages 19 Through 64	N/A	GR-12-36444-00	-	716,732
Tennessee Department of Health/Breast and Cervical Cancer Early Detection Program	N/A	GR-14-37805-00	-	213,858
Total State Financial Assistance			-	1,190,590
Total Expenditures of Federal Awards and State Financial Assistance			$ -	$ 8,769,776

The accompanying notes are an integral part of this Schedule

Matthew Walker Comprehensive Health Center, Inc.
Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance
Year Ended January 31, 2025

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards and state financial assistance (Schedule) includes the federal and state award activity of Matthew Walker Comprehensive Health Center, Inc. under programs of the federal and state governments for the year ended January 31, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State of Tennessee Audit Manual. Because the Schedule presents only a selected portion of the operations of Matthew Walker Comprehensive Health Center, Inc., it is not intended to and does not present the financial position, results of operations, changes in net assets, or cash flows of Matthew Walker Comprehensive Health Center, Inc.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and the State of Tennessee Audit Manual, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3. Indirect Cost Rate

Matthew Walker Comprehensive Health Center, Inc. has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Note 4. Federal Loan Programs

Matthew Walker Comprehensive Health Center, Inc. did not have any federal or state loan programs during the year ended January 31, 2025.

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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*

Independent Auditor's Report

Board of Directors
Matthew Walker Comprehensive Health Center, Inc.
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 (*Government Auditing Standards)*, the financial statements of Matthew Walker Comprehensive Health Center, Inc., which comprises Matthew Walker Comprehensive Health Center, Inc.'s balance sheet as of January 31, 2025, and the related statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 28, 2025.

Report on Internal Control over Financial Reporting

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

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

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

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Matthew Walker Comprehensive Health Center, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. 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.

Forvis Mazars, LLP

Louisville, Kentucky
October 28, 2025

Forvis Mazars, LLP
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Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance

Independent Auditor's Report

Board of Directors
Matthew Walker Comprehensive Health Center, Inc.
Nashville, Tennessee

Report on Compliance for Each Major Federal Program

Opinion on Health Center Program Cluster

We have audited Matthew Walker Comprehensive Health Center, Inc.'s compliance with the types of compliance requirements described in the U.S. Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on Matthew Walker Comprehensive Health Center, Inc.'s major federal program for the year ended January 31, 2025. Matthew Walker Comprehensive Health Center, Inc.'s major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Matthew Walker Comprehensive Health Center, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the Health Center Program Cluster for the year ended January 31, 2025.

Basis for Opinion on Health Center Program Cluster

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 Matthew Walker Comprehensive Health Center, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Matthew Walker Comprehensive Health Center, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Matthew Walker Comprehensive Health Center, Inc.'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 Matthew Walker Comprehensive Health Center, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 Matthew Walker Comprehensive Health Center, Inc.'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 Matthew Walker Comprehensive Health Center, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Matthew Walker Comprehensive Health Center, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Matthew Walker Comprehensive Health Center, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or 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.

Forvis Mazars, LLP

Louisville, Kentucky
October 28, 2025

Matthew Walker Comprehensive Health Center, Inc.
Schedule of Findings and Questioned Costs
Year Ended January 31, 2025

Section I – Summary of Auditor's Results

Financial Statements

1. Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

   (Check each description that applies)

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. Internal control over financial reporting:

   Material weakness(es) identified? ☐ Yes ☒ No

   Significant deficiency(ies) identified? ☐ Yes ☒ None reported

3. Noncompliance material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

4. Internal control over major federal programs:

   Material weakness(es) identified? ☐ Yes ☒ No

   Significant deficiency(ies) identified? ☐ Yes ☒ None reported

5. Type of auditor's report issued on compliance for major federal program(s):

   (Check each description that applies. If any other than unmodified apply, also list the name of each major program by the type of opinion applicable to that program.)

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ Yes ☒ No

7. Identification of major federal programs:

Assistance Listing Number(s)	Name of Federal Program or Cluster
93.224/93.527	Health Center Program Cluster

8. Dollar threshold used to distinguish between Type A and Type B programs: $750,000.

9. Auditee qualified as a low-risk auditee? ☒ Yes ☐ No

Section II – Financial Statement Findings

Reference Number	Finding

No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference Number	Finding

No matters are reportable.

Matthew Walker Comprehensive Health Center, Inc.
Summary Schedule of Prior Audit Findings
Year Ended January 31, 2025

Reference Number	Summary of Finding	Status
	No matters are reportable.	

FY 2026 Operational Budget revised 02.2025

Line Item Budget Narrative	**Balanced!**	0	0	0
Matthew Walker Health Center, Nashville, TN				
Revenue	**Detail**	**Federal**	**Non-Federal**	**Total**
Federal	330 Grant	5,735,364		5,735,364
Total Non-Federal		0	14,073,140	14,073,140
Other Federal	HRSA Accelerating Cancer Screening (250,000); Converge Title X (250,000); Community Project Fund_Congressionally Directed Spending (150,000)		650,000	650,000
State Government	SafetyNet Grant_QIIP (888,500); Community Health Worker Infrastructure Investment and Related Technical Assistance (300,000); SOR-Spoke Grant (370,000)		1,558,500	1,558,500
Local Government	Metro Community Health Workers Grant (150,000); St Thomas Health/Ascension Advanced Education in Graduate Dental Residency (AEGD) (25,668); City of Clarksville Community Development Block Grant - Expanding Healthcare (100,000); Nashville Health (125,000)		400,668	400,668
Private Grants/Contracts	Healing Trust Foundation (55,000)		55,000	55,000
Contributions	Legacy Breakfast (140,000)		140,000	140,000
Other	340B and Retail Pharmacy Revenues (1,432,000); Medical Records (15,000)		1,447,000	1,447,000
Applicant (Retained Earnings)				
Total Other		0	4,251,168	4,251,168
Program Income			9,821,972	9,821,972
Total Revenue	See Form 3 Income Analysis	5,735,364	14,073,140	19,808,504
Expenses	**Detail**	**Federal**	**Non-Federal**	**Total**
Personnel	See Federal Salary Justification			
Administration/Management		813,340	847,620	1,660,960
Facility and Non-Clinical Support		1,073,306	963,327	2,036,633
Physicians		846,668	1,208,495	2,055,163
NP, PA, and CNMs		651,014	584,307	1,235,321
Medical		730,845	655,958	1,386,803
Dental Services		803,499	721,168	1,524,667
Mental Health Services		130,327	595,406	725,733
Substance Use Disorder Services		18,483	16,589	35,072
Professional Services		42,649	38,279	80,928
Vision Services				
Pharmacy		275,928	247,654	523,582
Enabling Services		272,410	576,097	848,507
Other Programs and Services		73,895	215,606	289,501
Total Personnel		5,732,364	6,670,506	12,402,870
Fringe Benefits	21.450003%			
FICA	7.650004%	500	948,320	948,820
Health, Dental and Vision Benefits	8.000003%		992,230	992,230
Retirement	2.999999%		372,086	372,086
Unemployment, Workers Compensation & Life	1.999997%		248,057	248,057
Disability	0.800000%		99,223	99,223
	0.000000%			
	0.000000%			
	0.000000%			
Total Fringe Benefits		500	2,659,916	2,660,416
Travel				
Provider Travel between Sites	Appx. 25,970 miles @ $0.67/mile	500	16,900	17,400
Provider Training	30 FTEs @ $2,000 ea.		60,000	60,000
Middle Management Training	10 FTEs @ $2,000 ea.		20,000	20,000
E H R Trainings for Agency	4 trainings @ $3,100 ea.		12,400	12,400
Outreach	Appx. 21,642 miles @ $0.67/mile		14,500	14,500
Total Travel		500	123,800	124,300
Equipment	Items over $5k and with useful life >1 year			
Cisco Switches Upgrade	25 Switches @ $5,000 ea.		125,000	125,000
Total Equipment		0	125,000	125,000
Supplies				
Radiology Supplies	2,064 X-rays @ appx. $2.42 ea.	500	4,500	5,000
Office and Housekeeping Supplies	Appx. $8,167/month		98,000	98,000
Medical Supplies	42,161 visits @ appx. $5.48 ea.		231,000	231,000
Dental Supplies (covers Col 2 additional dental per OSV)	7,223 visits @ appx. $5.54 ea.		40,000	40,000
Small equipment	40 desktop/laptop computers @ $1,600 ea.		64,000	64,000
IT Cybersecurity	Upgrade. Per year, 225 licenses @ appx. $28.89 ea.		6,500	6,500

Cost of medications for pharmacy	14,000 Rxs @ appx. $28.29 ea.		396,000	396,000
Total Supplies		500	840,000	840,500
Contractual				
Patient Care				
OB/GYN Services including after-hours intrapartum - 0.3 FTE Meharry Med. College OB/GYN	$4,800/month. Provides prenatal and intrapartum care at MWCHC Nashville site, and also provides prenatal, intrapartum and postpartum care at Nashville General Hospital.		57,600	57,600
Laboratory Services (including dental lab for Form 5A, Column 2 per OSV site visit)	42,763 visits @ appx. $6.90 ea.		295,000	295,000
Contracted Radiology Services	1,300 X-rays @ $60.00 ea.		78,000	78,000
Ophthalmology Services - RetinaVue	400 readings @ $15.00 ea.		6,000	6,000
Translation Services - Proprio/UT Tennessee Language Center	Appx. $5,417/month	500	64,500	65,000
340B Contract Pharmacy Dispensing Fees	1,000 Rxs @ $35 ea.		35,000	35,000
Sub-total Patient Care		500	536,100	536,600
Non-Patient Care				
Computer Technology Services, includes data support, licensing	Appx. $29,167/month		350,000	350,000
Healthcare Technology Services, includes billing, insurance eligibility, licensing	Appx. $30,833/month		370,000	370,000
Janitorial and Maintenance	$11,000/month		132,000	132,000
IT Consultant	1,236 hours @ appx. $89.00 ea.	500	109,500	110,000
Phreesia	$7,018/month for registration, pre-registration, Health Campaigns, Patient Surveys, PadX, Patient Notifications		84,216	84,216
Sub-total Non-patient Care		500	1,045,716	1,046,216
Total Contractual		1,000	1,581,816	1,582,816
Other Expenses				
Accounting Software and Support	Appx. $771/month		9,254	9,254
Advertising/Marketing	Appx. $2,583/month		31,000	31,000
Answering Service	$500/month		6,000	6,000
Accounting and Audit Services	$112,200/annually		112,200	112,200
Communication and Data	$25,000/month		300,000	300,000
Equipment Rental	$725/month		8,700	8,700
Fundraising/Development	Appx. $2,083/month		25,000	25,000
Governing Board - Monthly board meetings, NACHC conference, trainings	Monthly board meetings - meals 12 @ $350 = $4,200; NACHC conference = 1 board member $6,700; Other trainings = $1,800 (3 board members @$600)		12,700	12,700
Inspections/Licenses/ Certifications	Appx. $4,167/month		50,000	50,000
Insurance - Property, General Liability, Business Interruption, Directors & Officers, CyberSecurity	Appx. $10,417/month		125,000	125,000
Interest Expense - Mortgage	$7,500/month		90,000	90,000
Membership Dues	$14,100 TPCA, Nashville Chamber of Commerce - $3,500; National Dental Advisory - $2,336; Various subscriptions and memberships for clinic and staff $8,299		28,235	28,235
Merchant Discounts/Bank Fees	$4,250/month		51,000	51,000
Patient Education and Assistance Services	Appx. $833/month		10,000	10,000
Payroll Processing	$2,547/month		30,564	30,564
Postage	Appx. $2,583/month		31,001	31,001
Printing	Appx. $5,667/month		68,000	68,000
Professional Fees - Legal	344 hours @ $250.00/hour		86,000	86,000
Rent	Appx. $25,417/month		305,000	305,000
Repairs and Maintenance - not covered by warranty	Appx. $9,167/month		110,000	110,000
Staff Recruitment	30 Open positions to be hired @ appx. $3,333 ea.		100,000	100,000
Transportation Costs/Mobile Unit	Fuel $700 @ 50wks, Maint $250/quarter		36,000	36,000
Utilities	$15,669/month	500	187,528	188,028
Waste Removal	$9,750/month		117,000	117,000
Interest Expense	Leased Equipment interest		2,908	2,908
Patient Transportation Services	40 bus passes @ $10 ea.		400	400
Reserves			138,612	138,612
Total Other Expenses		500	2,072,102	2,072,602
Total Expenses		5,735,364	14,073,140	19,808,504
Revenues Less Expenses	**Balanced!**	0	0	0

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Public Disclosure Copy

This public disclosure copy is being provided to the organization pursuant to Section 6104(e).

Tax-exempt organizations are required to make a copy of the annual information return, *e.g.*, Forms 990, 990-EZ, 990-PF, as well as Forms 990-T and 4720, if applicable, available for public inspection and to provide copies of such forms to individuals or organizations that request copies. The public inspection requirement applies to all required schedules and attachments of the annual information return. Most commonly, the public inspection copy redacts contributor information such as name and address from public record. The public inspection rules apply to annual information returns filed for the last three years. Failure to comply with disclosure requirements can result in an enforcement action by the IRS.

Where Must Information Be Provided?

Generally, an organization must make its documents available for public inspection at any location where it has three or more employees. If the only services provided at the site are in furtherance of exempt purposes and the site does not serve as an office for management staff, the documents are not required to be made available there. As an alternative to providing copies, an organization may provide access to these forms through the organization's website. The website must provide instructions for downloading the document(s). The information on the website must be in such a format that it may be accessed, downloaded, viewed, or printed in the same format as the actual documents. An organization would need to make the web address available to the general public.

How Quickly Must Organizations Reply?

Requests for copies can be made in person or in writing. When requests are made in person, the copies must generally be provided on the same business day. There are provisions for delays due to unusual circumstances. However, in no event may the period of delay exceed five business days. Unusual circumstances include times when those staff that are capable of fulfilling a request are absent. Requested copies generally must be mailed within 30 days from the date of the receipt of the written request. However, if the organization requires advance payment of a reasonable fee for copying and postage, it may provide the copies within 30 days from the date it receives payment rather than the date of the original request.

For more information about the IRS' public disclosure requirements, please visit:

https://www.irs.gov/charities-non-profits/exempt-organization-public-disclosure-and-availability-requirements

Please contact your Forvis Mazars advisor if you have questions about these rules.

Attachment H

MATTWAL-05 STISDALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2025

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 have ADDITIONAL INSURED provisions or 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 License # 1298
Hub International Mid-South
3011 Armory Drive
Suite 250
Nashville, TN 37204

CONTACT NAME: Shawna Tisdale
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: shawna.tisdale@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of America	25666
INSURER B : The Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Carolina Casualty Insurance Company	10510
INSURER E : Hanover Atlantic Insurance Company	22292
INSURER F :	

INSURED
Matthew Walker Comprehensive Health Center Inc.
1035 14th Ave. North
Nashville, TN 37208

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			P6600Y570212	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO							
	OWNED AUTOS ONLY / SCHEDULED AUTOS			BA0Y605695	4/1/2025	4/1/2026	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			CUP0Y618088	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A		KRM762525472	4/1/2025	4/1/2026	E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
E	Professional Liabili			L35 J686728 01	4/1/2025	4/1/2026	Per Occ	1,000,000
E	Sexual Abuse & Moles			L35 J686728 01	4/1/2025	4/1/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Metro Public Health Department
Metro Courthouse
Nashville, TN 37201

CANCELLATION

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