

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 06/02/26

Resolution  Ordinance

Contact/Prepared By: Angela Williams

Date Prepared: 05/12/26

Title (Caption): A resolution appropriating a total of \$1,718,603 from the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Homeless Services, to Depaul USA, Inc., and approving Amendment Number 1 to a grant contract for the provision of property management, on-site support, and case management services at Strobel House Permanent Supportive Housing.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Office of Homeless Services Requested By: Angela Williams

Affected Department(s): Office of Homeless Services Affected Council District(s): All

**Legislative Category (check one):**

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

<b>FINANCE</b> Amount +/-: \$ <u>\$ 1,718,603.00</u> <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____ Date to Finance Director's Office: _____ <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> _____
Approved by OMB: <u><small>DocuSigned by:</small> Aaron Pratt</u> Approved by Finance/Accounts: <u><small>Signed by:</small> Jennifer Redinger</u> Approved by Div Grants Coordination: _____	

**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

RESOLUTION NO. \_\_\_\_\_

A resolution appropriating a total of \$1,718,603 from the Metropolitan Government, acting by and through the Office of Homeless Services, to Depaul USA, Inc., and approving Amendment Number One to a grant contract by and between the Metropolitan Government and Depaul USA, Inc., for the provision of property management, on-site support, and case management services at Strobel House Permanent Supportive Housing.

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

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

WHEREAS, RS2025-1436 appropriated a total of \$3,500,000 from the Metropolitan Government, acting by and through the Office of Homeless Services, to Depaul USA, Inc., and approved a grant contract for the provision of property management, on-site support, and case management services at Strobel House Permanent Supportive Housing; and,

WHEREAS, the parties wish to amend the grant contract to modify the scope of services, increase the total value of the contract, and extend the contract term to June 30, 2027, a copy of which Amendment Number One is attached hereto and incorporated herein; and,

WHEREAS, contingent upon the submission of a final audit of the consolidated financial statements of Depaul USA, Inc. for the year ended December 31, 2025, to the Metropolitan Government of Nashville and Davidson County by no later than July 30, 2026, funds are available for the provision of property management, on-site support, and case management services at Strobel House Permanent Supportive Housing; and,

WHEREAS, pursuant to and contingent upon the passage of the budget ordinance of the Metropolitan Government of Nashville and Davidson County for fiscal year 2027, BL2026-1377, including any substitutes or amendments, funds are available for the provision of property management, on-site support, and case management services at Strobel House Permanent Supportive Housing; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the funds are appropriated and Amendment Number One to the grant contract is approved.

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

Section 1. There is hereby appropriated One Million Seven Hundred Eighteen Thousand Six Hundred Three Dollars (\$1,718,603) from the Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Homeless Services, to Depaul USA, Inc. for the purposes herein stated.

Section 2. The Metropolitan Government, acting by and through the Office of Homeless Services, is hereby authorized to enter into Amendment Number One, attached hereto and incorporated herein, with Depaul USA, Inc. for the amount provided herein and the purposes stated.





AMENDMENT NUMBER 1 TO CONTRACT NUMBER L-6761 BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH METROPOLITAN OFFICE OF HOMELESS SERVICES AND DEPAUL USA, INC.

This Amendment is entered into pursuant to Resolution RS\_\_\_\_\_, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH METROPOLITAN OFFICE OF HOMELESS SERVICES ("Metro") and DePaul USA, Inc. (Recipient).

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement, Grant Contract #L-6761, hereinafter the "Grant Contract"; and,

WHEREAS, the parties desire to continue funding for Fiscal Year 2027 for the provision of property management, on-site support, and case management services at Strobel House Permanent Supportive Housing; and,

WHEREAS, contingent upon the passage of the budget ordinance of the Metropolitan Government for Fiscal Year 2027, BL2026-1377, including any substitutes or amendments, it is mutually agreed by and between Metro and Recipient, that the Grant Contract is hereby amended as follows:

- I. Section A.1 of the Grant Contract is modified to add the following additional services to be provided by the Recipient:

Under Mission-Driven Property Management Services, add:

- Metrics to Be Reported to Metro OHS on a quarterly basis:
  - Vacancy Rate
  - Number of move-ins/move-outs
  - Retention Rate
  - Number of Lease Renewals
  - Average Room Turnover Time
  - Average Work Order Time (Non-Emergency, Emergency, and Routine)

Under Support Services Provider, add:

- Depaul USA, Inc. shall enter supportive services provided to residents to enable them to live as independently as is practicable throughout the duration of residence into HMIS and maintain a high level of data quality, as well as submit supporting documentation, including proof of purchase and/or receipt of individualized services and activities for residents, with invoice.

Otherwise, Section A.1 of the Grant Contract remains in effect.

- II. Amend Section C.1 of the Grant Contract to add \$1,718,603 for a revised maximum liability of \$5,218,603. The amended clause shall read as follows:

**“Maximum Liability.** In no event will Metro’s maximum liability under this Grant Contract exceed Five Million Two Hundred Eighteen Thousand Six Hundred and Three Dollars (\$5,218,603). The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient’s obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

- III. Section B.1 Grant Contract Term is deleted in its entirety and replaced with the following:

**“Grant Contract Term.** This grant term will commence on the date this Grant Contract is approved by all required parties and filed in the office of the Metropolitan Clerk (the “Effective Date”), with an effective end date of June 30, 2027. The Parties understand that the Recipient has provided services prior to the Effective Date of this Grant Contract and that it will be allowed to submit invoices and be paid for services rendered beginning July 1, 2026. However, no payments for reimbursement will be made until a final audit of the consolidated financial statements of Depaul USA, Inc. for the year ended December 31, 2025, is received by Metro no later than July 30, 2026.

- IV. Remove and replace Attachment 1 – Grant Budget Summary with the Grant Budget Summary attached hereto and incorporated herein.

- V. **Effective Date.** This Grant Contract amendment shall not be binding upon the parties until it has been signed by the Recipient and then by the authorized representatives of the Metropolitan Government and approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk. The revisions set forth herein shall become effective once the Grant Contract Amendment has been so signed and filed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**Depaul USA, Inc.**

Signed by:  
By: Sandra Guillory  
President and Executive Director

6/1/2026  
Date

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN OFFICE OF HOMELESS SERVICES:**

APPROVED:

Signed by:  
April Calvin  
April Calvin, Director  
Office of Homeless Services

6/1/2026  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by: <sup>DS</sup>  
Jennene Reed/mjr AP  
Director, Department of Finance

6/1/2026      6/1/2026  
Date

APPROVED AS TO RISK AND INSURANCE:

Signed by:  
B.C. Cobb  
Director of Insurance

6/2/2026  
Date

APPROVED AS TO FORM AND LEGALITY:

Signed by:  
Matthew Garth  
Metropolitan Attorney

6/2/2026  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

<b>GRANT BUDGET SUMMARY</b>				
<b>Agency Name: Depaul USA, Inc.</b>				
<b>Program Code Name: Strobel House</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
		<b>BEGIN: 7/1/2024</b>	<b>END: 6/30/2027</b>	
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries and Wages	\$ 2,490,162.00		\$2,490,162.00
	Benefits and Taxes	\$ 572,032.60		\$ 572,032.60
	Professional Fees	\$ 273,874.00		\$ 273,874.00
	Supplies	\$ 150,803.40		\$ 150,803.40
	Postage and Shipping	\$ 120.00		\$ 120.00
	Occupancy	\$ 1,021,800.00		\$ 1,021,800.00
	Equipment Rental & Maintenance	\$ 231,043.00		\$ 231,043.00
	Printing and Publications	\$ 0.00		\$ 0.00
	Travel, Conferences & Meetings	\$ 29,148.00		\$ 29,148.00
	Insurance	\$ 15,379.00		\$ 15,379.00
	Specific Assistance to Individuals	\$ 231,056.00	\$ 15,000.00	\$ 246,056.00
	Indirect Costs	\$ 203,185.00		\$ 203,185.00
	<b>GRAND TOTAL</b>	<b>\$ 5,218,603</b>	<b>\$15,000.00</b>	<b>\$ 5,233,603</b>

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

DEPARTMENT OF THE TREASURY

Date: **MAR 04 2009**

DEPAUL USA INC  
5725 SPRAGUE ST DEPAUL HOUSE  
PHILADELPHIA, PA 19138

Employer Identification Number:  
35-2338110  
DLN:  
17053234331038  
Contact Person:  
KAREN T HOOD ID# 75069  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
May 20, 2008  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

DEPAUL USA INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is fluid and cursive, with the first name "Robert" and last name "Choi" clearly distinguishable.

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Publication 4221-PC

**DEPAUL USA, INC.**

**CONSOLIDATED FINANCIAL STATEMENTS  
WITH SUPPLEMENTARY INFORMATION AND  
INDEPENDENT AUDITORS' REPORT,  
AND UNIFORM GUIDANCE  
REPORTS AND SCHEDULES**

**YEAR ENDED DECEMBER 31, 2024  
(with comparative totals for 2023)**

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## Independent Auditors' Report

Board of Directors  
Depaul USA, Inc.  
Chicago, Illinois

### **Opinion**

We have audited the accompanying consolidated financial statements of Depaul USA, Inc. (a not-for-profit organization) and its wholly-owned subsidiaries, Immaculate Cleaning Services, LLC, Depaul USA Realty, LLC and Depaul USA Thrift, LLC (collectively, the "Organization"), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

### **Basis for Opinion**

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

### **Report on Summarized Comparative Information**

We have previously audited the Organization's 2023 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated May 2, 2025. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

### ***Responsibilities of Management for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

### ***Auditors' Responsibilities for the Audit of the Consolidated Financial Statements***

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

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

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

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

### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information shown on pages 22 - 27, as required by the City of Philadelphia *Subrecipient Audit Guide*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal and city awards shown on pages 28 - 29, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 27, 2025, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



May 27, 2025  
St. Louis, Missouri

**Depaul USA, Inc.**  
**Consolidated Statement of Financial Position**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**Assets**

	2024				2023 Total
	Depaul USA, Inc.	Wholly Owned Subsidiaries	Eliminations	Total	
Current Assets					
Cash	\$ 2,034,457	\$ 187,602	\$ -	\$ 2,222,059	\$ 2,371,429
Investments, at fair value	103,760	-	-	103,760	3,178
Accounts receivable	101,448	9,199	-	110,647	384,972
Grants receivable	770,674	-	-	770,674	559,116
Unconditional promises to give	56,250	-	-	56,250	339,312
Other current assets	85,312	7,153	-	92,465	93,496
Due from related party	-	86,093	(86,093)	-	-
Total Current Assets	3,151,901	290,047	(86,093)	3,355,855	3,751,503
Investment in Depaul USA Thrift, LLC	27,190	-	(27,190)	-	-
Property and Equipment, net	7,458,656	-	-	7,458,656	7,032,340
Operating Right-of-use Asset	279,261	-	-	279,261	612,638
Other Assets	27,944	1,150	-	29,094	19,222
Total Assets	\$ 10,944,952	\$ 291,197	\$ (113,283)	\$ 11,122,866	\$ 11,415,703

**Depaul USA, Inc.**  
**Consolidated Statement of Financial Position**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**Liabilities and Net Assets**

	2024				2023 Total
	Depaul USA, Inc.	Wholly Owned Subsidiaries	Eliminations	Total	
<b>Current Liabilities</b>					
Current portion of operating lease liabilities	\$ 140,102	\$ -	\$ -	\$ 140,102	\$ 217,609
Current portion of long-term debt	63,250	-	-	63,250	63,250
Accounts payable	195,818	320	-	196,138	818,089
Accrued expenses and other liabilities	524,986	14,530	-	539,516	452,267
Due to related party	277,694	-	(86,093)	191,601	296,160
<b>Total Current Liabilities</b>	<b>1,201,850</b>	<b>14,850</b>	<b>(86,093)</b>	<b>1,130,607</b>	<b>1,847,375</b>
Long-term Operating Lease Liabilities	144,120	-	-	144,120	393,996
Long-term Debt	2,159,541	-	-	2,159,541	2,222,791
<b>Total Liabilities</b>	<b>3,505,511</b>	<b>14,850</b>	<b>(86,093)</b>	<b>3,434,268</b>	<b>4,464,162</b>
<b>Net Assets</b>					
Without donor restrictions	5,286,696	276,347	(27,190)	5,535,853	5,026,422
With donor restrictions	2,152,745	-	-	2,152,745	1,925,119
<b>Total Net Assets</b>	<b>7,439,441</b>	<b>276,347</b>	<b>(27,190)</b>	<b>7,688,598</b>	<b>6,951,541</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 10,944,952</b>	<b>\$ 291,197</b>	<b>\$ (113,283)</b>	<b>\$ 11,122,866</b>	<b>\$ 11,415,703</b>

**Depaul USA, Inc.**  
**Consolidated Statement of Activities**  
**Year Ended December 31, 2024**  
**(with comparative totals for 2023)**

	Without Donor Restrictions			Total	With Donor Restrictions	Totals	
	Depaul USA, Inc.	Wholly Owned Subsidiaries	Eliminations		Depaul USA, Inc.	2024	2023
Revenue and Other Support							
Program income	\$ 4,523,126	\$ -	\$ -	\$ 4,523,126	\$ 178,368	\$ 4,701,494	\$ 3,587,993
Grants and contributions	2,838,763	-	-	2,838,763	820,268	3,659,031	2,851,248
Immaculate Cleaning Services, LLC revenue	-	72,778	(43,744)	29,034	-	29,034	79,758
Depaul USA Realty, LLC revenue	-	78,353	(10,356)	67,997	-	67,997	68,530
Depaul USA Thrift, LLC store revenue	-	147,621	-	147,621	-	147,621	135,472
Special events, net of direct benefits to donors of \$117,637 and \$166,546, respectively	556,662	-	-	556,662	140,042	696,704	807,405
In-kind contributions	655,516	12,797	-	668,313	-	668,313	512,211
Other	403,874	564	(24,000)	380,438	-	380,438	296,727
	<u>8,977,941</u>	<u>312,113</u>	<u>(78,100)</u>	<u>9,211,954</u>	<u>1,138,678</u>	<u>10,350,632</u>	<u>8,339,344</u>
Net assets released from restrictions:							
Satisfaction of time and usage restrictions	911,052	-	-	911,052	(911,052)	-	-
Total Revenue and Other Support	<u>9,888,993</u>	<u>312,113</u>	<u>(78,100)</u>	<u>10,123,006</u>	<u>227,626</u>	<u>10,350,632</u>	<u>8,339,344</u>
Expenses							
Program services	8,509,996	265,684	(78,100)	8,697,580	-	8,697,580	7,262,474
Supporting activities							
Management and general	536,992	-	-	536,992	-	536,992	825,548
Fundraising	379,003	-	-	379,003	-	379,003	355,398
Total Supporting Activities	<u>915,995</u>	<u>-</u>	<u>-</u>	<u>915,995</u>	<u>-</u>	<u>915,995</u>	<u>1,180,946</u>
Total Expenses	<u>9,425,991</u>	<u>265,684</u>	<u>(78,100)</u>	<u>9,613,575</u>	<u>-</u>	<u>9,613,575</u>	<u>8,443,420</u>
Change in Net Assets Before Acquisition of Leavenworth Attainable Housing, Inc.	463,002	46,429	-	509,431	227,626	737,057	(104,076)
Net Assets Acquired in Acquisition of Leavenworth Attainable Housing, Inc.	-	-	-	-	-	-	139,455
Change in Net Assets	463,002	46,429	-	509,431	227,626	737,057	35,379
Net Assets, Beginning of Year	4,823,694	229,918	(27,190)	5,026,422	1,925,119	6,951,541	6,916,162
Net Assets, End of Year	<u>\$ 5,286,696</u>	<u>\$ 276,347</u>	<u>\$ (27,190)</u>	<u>\$ 5,535,853</u>	<u>\$ 2,152,745</u>	<u>\$ 7,688,598</u>	<u>\$ 6,951,541</u>

**Depaul USA, Inc.**  
**Consolidated Statement of Functional Expenses**  
**Year Ended December 31, 2024**  
**(with comparative totals for 2023)**

	Program Services	Supporting Activities			Total Expenses	
		Management and General	Fundraising	Total	2024	2023
Salaries	\$ 3,477,234	\$ 204,086	\$ 278,994	\$ 483,080	\$ 3,960,314	\$ 3,531,261
Payroll taxes	291,495	27,282	21,119	48,401	339,896	289,547
Employee benefits	360,605	33,341	25,940	59,281	419,886	330,557
Travel	52,841	35,115	3,908	39,023	91,864	231,292
Audit and professional fees	269,812	51,027	13,404	64,431	334,243	298,803
Rent	380,675	31,388	-	31,388	412,063	314,458
Utilities	500,651	3,594	610	4,204	504,855	416,895
Repairs and maintenance	331,056	-	-	-	331,056	270,400
Insurance	273,938	26,333	-	26,333	300,271	239,230
Computer software	5,070	21,697	11,520	33,217	38,287	21,146
Office expenses	118,182	21,310	22,676	43,986	162,168	139,567
Conference and staff development	9,849	9,395	782	10,177	20,026	9,124
Subscription fees	-	60,672	-	60,672	60,672	58,257
Program supplies	2,112,864	562	-	562	2,113,426	1,877,372
Royalties and management fees	5,805	-	-	-	5,805	5,974
Interest	-	706	50	756	756	852
Other expense	530	4,727	-	4,727	5,257	5,546
Total Expenses Before Depreciation and Amortization	8,190,607	531,235	379,003	910,238	9,100,845	8,040,281
Depreciation and amortization	506,973	5,757	-	5,757	512,730	403,139
Total Expenses	<u>\$ 8,697,580</u>	<u>\$ 536,992</u>	<u>\$ 379,003</u>	<u>\$ 915,995</u>	<u>\$ 9,613,575</u>	<u>\$ 8,443,420</u>

**Depaul USA, Inc.**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
Cash Flows From Operating Activities		
Change in net assets	\$ 737,057	\$ 35,379
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	512,730	403,139
Non-cash lease expense	5,994	(10,636)
Debt forgiveness	(25,000)	(25,000)
(Increase) decrease in assets:		
Accounts receivable	274,325	(311,280)
Grants receivable	(211,558)	70,378
Unconditional promises to give	283,062	323,038
Other current assets	1,031	(11,028)
Other assets	(9,872)	(8,837)
Increase (decrease) in liabilities:		
Accounts payable	(621,951)	695,795
Accrued expenses and other liabilities	<u>87,249</u>	<u>83,084</u>
Net Cash Provided by Operating Activities	<u>1,033,067</u>	<u>1,244,032</u>
Cash Flows From Investing Activities		
Purchases of investments	(100,582)	-
Proceeds from sales of investments	-	200,755
Purchases of property and equipment	<u>(939,046)</u>	<u>(1,576,246)</u>
Net Cash Used in Investing Activities	<u>(1,039,628)</u>	<u>(1,375,491)</u>
Cash Flows From Financing Activities		
Advance (payments) on amount due to/from related party	(104,559)	117,204
Proceeds from issuance of long-term debt	-	114,750
Payments on long-term debt	<u>(38,250)</u>	<u>(9,563)</u>
Net Cash Provided by (Used in) Financing Activities	<u>(142,809)</u>	<u>222,391</u>
Net Increase (Decrease) in Cash	(149,370)	90,932
Cash, Beginning of Year	<u>2,371,429</u>	<u>2,280,497</u>
Cash, End of Year	<u>\$ 2,222,059</u>	<u>\$ 2,371,429</u>
Supplemental Disclosures of Cash Flow Information		
Cash paid for		
Interest	\$ 756	\$ 852
Noncash Investing and Financing Activities		
During 2024, the Organization capitalized right-of-use assets totaling \$37,580 for assets under leases with corresponding lease liabilities for the same amount.		
During 2023, the Organization capitalized right-of-use assets totaling \$300,422 for assets under leases with corresponding lease liabilities for the same amount.		

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**1. Nature of Operations and Basis of Presentation**

**Organization**

Depaul USA, Inc. ("Depaul") is a not-for-profit organization whose mission is to provide services, programs, and housing for homeless and low-income individuals. Depaul provides the following services in the following cities:

- Chicago, IL: Housing for homeless and housing insecure college students
- Greenwood, MS: Interim housing for women leaving prison
- Leavenworth, KS: Permanent supportive housing
- Little Rock, AR: A day center and affordable housing
- Los Angeles, CA: A day resource center and housing for homeless and housing insecure college students
- Macon, GA: A day center, permanent supportive housing, a health clinic, and a medical respite
- Nashville, TN: Permanent supportive housing
- New Orleans, LA: Permanent supportive housing and rapid-rehousing
- New York City, NY: Housing for homeless and housing insecure college students
- Philadelphia, PA: Permanent supportive housing, interim housing, affordable housing, housing for homeless and housing insecure college students, and rapid-rehousing
- Pine Bluff, AR: A day resource center
- St. Louis, MO: Permanent supportive housing, affordable housing, and interim refugee housing

Depaul is a wholly-owned subsidiary of Depaul International, a foreign corporation.

Immaculate Cleaning Services, LLC ("ICS"), a limited liability company, operates a cleaning company and provides employment to residents of the Germantown, PA transitional housing program and other low income individuals.

Depaul USA Realty, LLC ("Realty"), a limited liability company, leases and subleases apartment units to low income individuals in St. Louis, Missouri.

Depaul USA Thrift, LLC ("DT"), a limited liability company, operates a thrift store that sells donated clothing and accessories in Macon, Georgia.

**Principles of Consolidation**

The accompanying consolidated financial statements include the accounts of Depaul and its wholly-owned subsidiaries, ICS, Realty, and DT. All significant intercompany accounts and transactions have been eliminated in consolidation.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**Basis of Presentation**

The accompanying consolidated financial statements have been prepared in accordance with the provisions of the Financial Accounting Standards Board Accounting Standards Codification (the "FASB ASC"), which is the source of authoritative, non-governmental accounting principles generally accepted in the United States of America ("GAAP"). All references to authoritative accounting guidance contained in our disclosures are based on the general accounting topics within the FASB ASC.

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified into two categories of net assets, as applicable, and reported as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations. Board designated funds are established by the Board of Directors and represent net assets without donor restrictions that have been set aside for a particular use.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that may be satisfied by specific activities or the passage of time, or are required to be maintained in perpetuity by the Organization.

The consolidated financial statements include certain prior-year summarized comparative information in total, but not by class of net assets. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's consolidated financial statements for the year ended December 31, 2023, from which the summarized information was derived.

**2. Summary of Significant Accounting Policies**

**Use of Estimates**

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

**Fair Value Measurements**

The Organization follows guidance issued by the FASB on fair value measurements, which establishes a framework for measuring fair value, clarifies the definition of fair value within that framework, and expands disclosures about the use of fair value measurements. This guidance applies whenever fair value is the applicable measurement. The three general valuation techniques used to measure fair value are the market approach, cost approach, and income approach.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**Investments**

The Organization carries investments at fair value with unrealized holding gains and losses included in earnings. Realized gains and losses are included in earnings and are derived using primarily the average cost method for determining the cost of securities sold. Dividend and interest income is recognized when earned.

**Accounts Receivable**

Accounts receivable for which the unconditional right to payment exists, are recognized when the right to consideration is unconditional and subject only to the passage of time. Accounts receivable are due under normal trade terms. Changes in the estimate of uncollectible amounts are recorded as those circumstances become known and recognized as credit loss expense in the consolidated statement of activities.

The Organization provides an allowance for credit losses equal to the estimated losses that will be incurred in the collection of accounts receivable, if any. The allowance is based on multiple factors, including historical experience, the credit quality of the customer base, the aging of accounts receivable, current economic conditions, and management's expectations of conditions in the future, as applicable. The allowance and associated accounts receivable are reduced when the receivables are determined to be uncollectible. At December 31, 2024 and 2023, there was no allowance for credit losses.

The Organization's accounts receivable are disaggregated and pooled by aging categories. Accounts past due 90 days or more are evaluated for loss individually on a customer by customer basis. For all other aging categories, the risk of loss is assessed over the contractual life of the accounts receivable and the historical loss amounts for each pool are adjusted for current and future conditions based on management's qualitative considerations.

**Grants Receivable**

Grants receivable include amounts due from various funding sources under binding contracts with the Organization for services rendered prior to year-end.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**Unconditional Promises to Give**

Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value using risk-free interest rates applicable to the years in which the promises are to be received.

The Organization provides an allowance for doubtful promises to give equal to the estimated losses that will be incurred in the collection of unconditional promises to give. This estimate is based on historical experience coupled with a review of the current status of existing promises. The allowance and associated promises are reduced when the promises are determined to be uncollectible. The Organization considers unconditional promises to give to be fully collectible; accordingly, no allowance for doubtful promises to give is deemed necessary for the years ended December 31, 2024 and 2023.

**Property and Equipment**

Property and equipment acquisitions with a life of one year or greater and a cost in excess of \$500 are capitalized and recorded at cost, while maintenance and repairs are expensed as incurred. Donated assets are recorded at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose or period of time. When assets are sold or otherwise disposed of, the related cost and accumulated depreciation and amortization are removed from the accounts. Any gain or loss arising from such disposition is included as income or expense in the year of disposition.

Depreciation is computed using the straight line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of the life of the related asset or the term of the lease.

The estimated lives for computing depreciation and amortization on property and equipment are:

<u>Classification</u>	<u>Years</u>
Buildings	3-39
Leasehold improvements	1-39
Office equipment	2-5
Automobiles	2-3

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

### **Leases**

The Organization leases certain buildings and equipment. The Organization assesses whether an arrangement qualifies as a lease (conveys the right to control the use of an identified asset for a period of time in exchange for consideration) at inception and only reassesses its determination if the terms and conditions of the arrangement are modified. The Organization has recognized a liability representing the future lease payments and a right-of-use asset ("ROU") representing its right to use the underlying asset for the lease term. As most of the leases do not provide an implicit rate, the Organization elected to use the practical expedient to use the risk-free rate of return at the commencement date in determining the present value of lease payments. The Organization has elected to treat leases with a lease term of 12 months or less as short term leases and are not recorded on the statement of financial position. Lease expense is recognized on a straight-line basis over the lease term for short term leases, and variable lease expenses are recognized in the period in which they are incurred.

The Organization's leases may include one or more options to renew. The exercise of lease renewal options is at the Organization's sole discretion. The Organization has determined certain lease renewal options will be exercised, and have included them in the ROU asset and lease liability. In determining which renewal options the Organization is likely to execute, management reviewed the need for the location, the leasehold improvements at that location, the cost to move operations at that facility, and the possibility of relocation. The depreciable life of leased assets and leasehold improvements are limited by the expected lease term unless there is a transfer of title or purchase option reasonably certain of exercise. The lease agreements do not contain any material residual value guarantees or material restrictive covenants.

### **Long-Lived Asset Impairment**

The Organization 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 are 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 December 31, 2024 and 2023.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**Support and Revenue**

Contributions are recorded as received and unconditional promises to give are recorded as the promise is made. All contributions are available for use unless specifically restricted by the donor. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Contributions with donor restrictions in which the restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

Program income and government contracts are generally recognized as income in the period that specific services are provided.

**Donated Materials and Services (In Kind)**

Donated noncash assets are recorded as contributions at their fair values at the date of donation.

**Functional Expense Allocation**

The costs of program services and supporting activities have been summarized on a functional basis in the consolidated statement of activities. The consolidated statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting activities benefited.

**Income Taxes**

Depaul is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (the "Code"), except on net income derived from unrelated business activities as defined in the Code. ISC, Realty, and DT are single-member LLC entities. Accordingly, the Organization files as a tax exempt organization.

The Organization follows guidance issued by the FASB on accounting for income taxes and has evaluated its tax positions, expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings, and believes that no provision for income taxes is necessary to cover any uncertain tax positions. The Organization's returns for years 2021 and later remain subject to examination by taxing authorities.

**Subsequent Events**

The Organization has evaluated subsequent events through May 27, 2025, the date the consolidated financial statements were available to be issued.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**3. Acquisition**

On January 1, 2023, the Organization acquired Leavenworth Attainable Housing, Inc. ("LAH"). The results of LAH's operations have been included in the financial statements since that date. LAH was a not-for-profit corporation located in Kansas. As a result of the acquisition, LAH dissolved its status as a Kansas not-for-profit corporation and is now known as Depaul USA Leavenworth Attainable Housing and will be administered as a program of the Organization.

The following table summarizes the estimated fair values of the assets acquired at the date of acquisition:

	2023
Cash	\$ 15,815
Property and equipment	123,640
Net assets acquired	\$ 139,455

**4. Fair Value Measurements**

The framework for measuring fair value establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into Levels 1, 2, and 3. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical instruments in active markets.
Level 2	Inputs to the valuation methodology to include quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in inactive markets, inputs other than quoted prices that are observable for the instrument, or inputs that are derived principally from or corroborated by observable market data by correlation or other means.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The instruments' fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

Following is a description of the valuation methodologies used for instruments measured at fair value:

Level 1            Instruments consist of publicly traded common stocks. These securities are traded on national exchanges and are stated at the last reported sales price on the day of valuation.

The following table presents the fair value measurements of instruments recognized in the accompanying consolidated statement of financial position measured at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements are categorized at December 31,:

		2024			
		Fair Value Measurements			
		Total	Level 1	Level 2	Level 3
Investments:					
Equity securities:					
Financial services	\$	103,760	\$ 103,760	\$ -	\$ -
Total Investments	\$	<u>103,760</u>	<u>\$ 103,760</u>	<u>\$ -</u>	<u>\$ -</u>
		2023			
		Fair Value Measurements			
		Total	Level 1	Level 2	Level 3
Investments:					
Equity securities:					
Financial services	\$	3,178	\$ 3,178	\$ -	\$ -
Total Investments	\$	<u>3,178</u>	<u>\$ 3,178</u>	<u>\$ -</u>	<u>\$ -</u>

**5. Unconditional Promises to Give**

Unconditional promises to give at December 31, are as follows:

		2024	2023
Less than one year	\$	56,250	\$ 339,312
Total unconditional promises to give	\$	<u>56,250</u>	<u>\$ 339,312</u>

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**6. Property and Equipment**

Property and equipment at December 31, is as follows:

	<u>2024</u>	<u>2023</u>
Land	\$ 402,745	\$ 360,060
Buildings	8,379,134	7,734,249
Leasehold improvements	413,273	325,234
Office equipment	791,631	628,195
Automobiles	<u>142,724</u>	<u>142,724</u>
	10,129,507	9,190,462
Less accumulated depreciation and amortization	<u>2,670,851</u>	<u>2,158,122</u>
	<u>\$ 7,458,656</u>	<u>\$ 7,032,340</u>

Depreciation and amortization expense related to property and equipment for the years ended December 31, 2024 and 2023 totaled \$512,730 and \$403,139, respectively.

**7. Leases**

The following summarizes the weighted average remaining lease term and discount rate as of December 31, :

	<u>2024</u>	<u>2023</u>
Weighted Average Remaining Lease Term		
Operating leases	2.19 years	3.15 years
Weighted Average Discount Rate		
Operating leases	2.62 %	2.81 %

The maturities of operating lease liabilities as of December 31, are as follows:

<u>Years Ending December 31,</u>	<u>Operating</u>
2025	\$ 145,526
2026	125,815
2027	9,204
2028	8,484
2029	<u>3,557</u>
Total Lease Payments	292,586
Less discount on lease liability	<u>8,364</u>
Present Value of Lease Liabilities	<u>\$ 284,222</u>

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

Operating cash flows related to operating leases for the years ended December 31, 2024 and 2023 totaled \$148,346 and \$295,723, respectively.

The components of lease expense for the years ended December 31, are as follows:

	2024	2023
Operating lease expense	\$ 147,258	\$ 301,455

**8. Long-term Debt**

Long-term debt at December 31, is as follows:

	2024	2023
Note payable, non-interest bearing, collateralized by assets of Depaul, monthly principal payments of \$3,188, maturing in August 2026.	\$ 66,937	\$ 105,187
Note payable eligible for forgiveness, (see SLMHB loan below).	75,000	100,000
HUD mortgages eligible for forgiveness, (see below).	2,080,854	2,080,854
	2,222,791	2,286,041
Less current maturities	63,250	63,250
	\$ 2,159,541	\$ 2,222,791

Maturities of long-term debt as of December 31, 2024, are as follows:

<u>December 31,</u>		
2025	\$ 63,250	
2026	53,687	
2027	25,000	
Thereafter	2,080,854	
Total	2,222,791	
HUD loan eligible for forgiveness	(2,080,854)	
Note payable eligible for forgiveness	(75,000)	
Total long-term debt not eligible for forgiveness	\$ 66,937	

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

In 2015, the Organization entered into an agreement with the Philadelphia Redevelopment Authority ("PRA") to provide permanent supportive housing for homeless residents. This program was funded by the above HUD mortgages and shall bear no interest for a term of thirty years. Beginning on the twenty-sixth annual anniversary of the loan closing and for each successive annual anniversary until the end of the term of the loan, the principal balance shall be reduced without any payment by an amount equal to twenty percent of the original principal amount.

In 2017, the Organization entered into an agreement with the St. Louis Mental Health Board ("SLMHB") to provide permanent supportive housing for homeless residents. The SLMHB provided a \$250,000 note to the Organization to fund the supportive housing program. The note payable shall bear no interest for a term of ten years. Beginning in May 2018 and for each successive annual anniversary until the end of the term of the loan, the principal balance shall be reduced without any payment by \$25,000 and recognized as income in the statement of activities.

**9. Related Party Transactions**

The Organization entered into an agreement with Depaul International requiring the payment of a subscription and fundraising fee. These fees vary in accordance with the agreement. Subscription and fundraising fee expense for the years ended December 31, 2024 and 2023 totaled \$60,672 and \$58,257, respectively.

The Board of Directors approved a grant to Depaul International up to \$300,000 in 2023. The grant payments can be paid in a lump sum or multiple installments at the discretion of the Board of Directors. These funds are to be used to support costs associated with homeless services and humanitarian relief programs in eastern and central Europe and France.

**10. Net Assets with Donor Restrictions**

Net assets with donor restrictions as of December 31, are restricted for the following purposes or periods:

	2024	2023
Subject to expenditures for specified purpose	\$ 1,087,464	\$ 1,233,205
Subject to passage of time	1,065,281	691,914
	\$ 2,152,745	\$ 1,925,119

Net assets released from restrictions for the years ended December 31, are as follows:

	2024	2023
Released from restrictions of purpose	\$ 245,741	\$ 943,637
Released from restrictions of time	665,311	440,962
	\$ 911,052	\$ 1,384,599

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**11. Liquidity and Availability of Financial Assets**

The following reflects the Organization's financial assets as of December 31, 2024 and 2023 reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions or internal designations:

	<u>2024</u>	<u>2023</u>
Cash	\$ 2,222,059	\$ 2,371,429
Investments	103,760	3,178
Accounts receivable	110,647	384,972
Grants receivable	770,674	559,116
Unconditional promises to give	56,250	339,312
Contractual or donor-imposed restrictions:		
Donor restrictions	<u>(2,152,745)</u>	<u>(1,925,119)</u>
Financial Assets Available to Meet Cash Needs for Expenditures Within One Year	<u>\$ 1,110,645</u>	<u>\$ 1,732,888</u>

The Organization's primary sources of support are contributions, grants, and program income. Some support is required to be used in accordance with the purpose restrictions imposed by the donors.

**12. Contributed Nonfinancial Assets**

The Organization received the following contributions of nonfinancial assets for the years ended December 31:

	<u>2024</u>	<u>2023</u>
Supplies	\$ 422,496	\$ 482,211
Office space	30,000	30,000
Building	207,565	-
Services	<u>8,252</u>	<u>-</u>
	<u>\$ 668,313</u>	<u>\$ 512,211</u>

Supplies received by the Organization are recorded as in-kind revenue with a corresponding increase to inventory. Supplies includes food, clothes, hygiene supplies, cleaning supplies, and furniture. Supplies are used in the operation of the Organization's programs.

The Organization entered into a lease agreement for office space for which the rental payments stated in the agreement are less than the amount that would be charged for space that is rented under similar terms. Using publicly available commercial real estate rental listings, the Organization estimates the rental payments to be half of market price. The amount of contributed rent over the remaining lease term is reported as in-kind contributions and the related rent expense is recorded straight-line over the life of the lease in the accompanying statement of activities.

**Depaul USA, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2024**  
**(with comparative totals for 2023)**

**13. Risks and Uncertainties**

**Concentrations**

Amounts due from two donors comprised approximately 38 percent of the Organization's receivables at December 31, 2024. Amounts due from one donor comprised approximately 88 percent of the Organization's receivables at December 31, 2023.

**Concentration of Credit Risk**

Financial instruments, which potentially subject the Organization to concentrations of credit risk, consist principally of cash, accounts and grants receivable, and unconditional promises to give. The Organization maintains its cash primarily with six financial institutions. Deposits at these banks are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. The Organization performs ongoing credit evaluations of its customers and donors and maintains allowances, as needed, for potential credit losses. Although the Organization is directly affected by the financial stability of its customer and donor base, management does not believe significant credit risk exists at December 31, 2024.

**Investments**

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the accompanying statements of financial position.

**DEPAUL USA**  
**Supplementary Schedules**  
**Office of Behavioral Health**  
**City of Philadelphia - Depaul House**  
**Period - July 1st 2023 to June 30th 2024**  
**Reporting Period - January 1st to June 30th 2024**

	Agency Total Contract Expenditures	Other Adjustments	Amount per Audit Report
Salaries	\$137,191		\$137,191
Fringe Benefits	\$25,269		\$25,269
<b><i>S/Total Personal Services</i></b>	<b><i>\$162,461</i></b>	<b><i>\$0</i></b>	<b><i>\$162,461</i></b>
Program Supplies (excl. In kind Donations)	\$0		\$0
Rent / Occupancy	\$68,065		\$68,065
Repairs	\$1,837		\$1,837
Insurance	\$13,878		\$13,878
Professional Fees	\$2,160		\$2,160
Property Tax	\$10,890		\$10,890
Other Expenses	\$23,332		\$23,332
<b><i>S/Total Operating expenses</i></b>	<b><i>\$120,162</i></b>	<b><i>\$0</i></b>	<b><i>\$120,162</i></b>
<b>Total Expenditures</b>	<b>\$282,622</b>	<b>\$0</b>	<b>\$282,622</b>
<b>Funding Sources</b>			
DBH - Federal Fundings	\$238,840		\$238,840
City Philadelphia Financial Assistance	\$0		\$0
<b>Total Fundings</b>	<b>\$238,840</b>	<b>\$0</b>	<b>\$238,840</b>
<b>Excess of Expenditures over Funding Sources</b>	<b>\$43,783</b>	<b>\$0</b>	<b>\$43,783</b>

**DEPAUL USA**  
**Supplementary Schedules**  
**Office of Behavioral Health**  
**City of Philadelphia - Depaul House**  
**Period - July 1st 2024 to June 30th 2025**  
**Reporting Period - July 1st 2024 to December 31st 2024**

	Agency Total Contract Expenditures	Other Adjustments	Amount per Audit Report
Salaries	\$149,364		\$149,364
Fringe Benefits	\$25,871		\$25,871
<b><i>S/Total Personal Services</i></b>	<b><i>\$175,236</i></b>	<b><i>\$0</i></b>	<b><i>\$175,236</i></b>
Program Supplies (excl. In kind Donations)	\$0		\$0
Rent / Occupancy	\$66,944		\$66,944
Repairs	\$1,767		\$1,767
Insurance	\$15,453		\$15,453
Professional Fees	\$2,236		\$2,236
Property Tax	\$10,890		\$10,890
Other Expenses	\$36,548		\$36,548
<b><i>S/Total Operating expenses</i></b>	<b><i>\$133,837</i></b>	<b><i>\$0</i></b>	<b><i>\$133,837</i></b>
<b>Total Expenditures</b>	<b>\$309,073</b>	<b>\$0</b>	<b>\$309,073</b>
<b>Funding Sources</b>			
DBH - Federal Fundings	\$246,240		\$246,240
City Philadelphia Financial Assistance	\$0		\$0
<b>Total Fundings</b>	<b>\$246,240</b>	<b>\$0</b>	<b>\$246,240</b>
<b>Excess of Expenditures over Funding Sources</b>	<b>\$62,833</b>	<b>\$0</b>	<b>\$62,833</b>

**DEPAUL USA**  
**Supplementary Schedules**  
**Office Homeless Services (OHS)**  
**City of Philadelphia Contract # 23-20611 - St Raymond**  
**Contract Period - September 1st 2023 to August 31st 2024**  
**Reporting Period - January 1st 2024 to August 31st 2024**

	Agency Total Contract Expenditures	Other Adjustments	Amount per Audit Report
Salaries	\$223,632		\$223,632
Fringe Benefits	\$41,371		\$41,371
<b><i>S/Total Personal Services</i></b>	<b><i>\$265,003</i></b>	<b><i>\$0</i></b>	<b><i>\$265,003</i></b>
Occupancy	\$65,602		\$65,602
Repairs	\$8,388		\$8,388
Insurance	\$33,032		\$33,032
Professional Fees	\$2,880		\$2,880
Other Expenses	\$22,467		\$22,467
<b><i>S/Total Operating expenses</i></b>	<b><i>\$132,369</i></b>	<b><i>\$0</i></b>	<b><i>\$132,369</i></b>
<b>Total Expenditures</b>	<b>\$397,372</b>	<b>\$0</b>	<b>\$397,372</b>
<b>Funding Sources</b>			
OHS - Federal Fundings	\$182,257		\$182,257
<b>Excess of Expenditures over Funding Sources</b>	<b>\$215,115</b>	<b>\$0</b>	<b>\$215,115</b>

**DEPAUL USA**  
**Supplementary Schedules**  
**Office Homeless Services (OHS)**  
**City of Philadelphia Contract # 21-20206 - Rapid Rehousing**  
**Contract Period - July 1st 2023 to June 30th 2024**  
**Reporting Period - January 1st 2024 to June 30th 2024**

	Agency Total Contract Expenditures	Other Adjustments	Amount per Audit Report
Salaries	\$21,717		\$21,717
Fringe Benefits	\$6,628		\$6,628
<b><i>S/Total Personal Services</i></b>	<b><i>\$28,345</i></b>	<b><i>\$0</i></b>	<b><i>\$28,345</i></b>
Program Supplies - Rental expenses	\$42,638		\$42,638
Program Supplies - Others	\$539		\$539
Other Expenses	\$1,128		\$1,128
<b><i>S/Total Operating expenses</i></b>	<b><i>\$44,305</i></b>	<b><i>\$0</i></b>	<b><i>\$44,305</i></b>
<b>Total Expenditures</b>	<b>\$72,651</b>	<b>\$0</b>	<b>\$72,651</b>
<b>Funding Sources</b>			
City Philadelphia and Federal Financial Assistance	\$43,093		\$43,093
<b>City of Philadelphia, OHS</b>	<b>\$43,093</b>	<b>\$0</b>	<b>\$43,093</b>
<b>Excess of Expenditures over Funding Sources</b>	<b>\$29,557</b>	<b>\$0</b>	<b>\$29,557</b>

**DEPAUL USA**  
**Supplementary Schedules**  
**Office Homeless Services (OHS)**  
**City of Philadelphia Contract # 21-20206 - Rapid Rehousing**  
**Contract Period - July 1st 2024 to June 30th 2025**  
**Reporting Period - July 1st 2024 to December 31st 2024**

	Agency Total Contract Expenditures	Other Adjustments	Amount per Audit Report
Salaries	\$5,882	\$0	\$5,882
Fringe Benefits	\$1,223	\$0	\$1,223
<b><i>S/Total Personal Services</i></b>	<b><i>\$7,105</i></b>	<b><i>\$0</i></b>	<b><i>\$7,105</i></b>
Program Supplies - Rental expenses	\$46,179		\$46,179
Program Supplies - Others	\$0		\$0
Other Expenses	\$1,256		\$1,256
<b><i>S/Total Operating expenses</i></b>	<b><i>\$47,435</i></b>	<b><i>\$0</i></b>	<b><i>\$47,435</i></b>
<b>Total Expenditures</b>	<b>\$54,540</b>	<b>\$0</b>	<b>\$54,540</b>
<b>Funding Sources</b>			
City Philadelphia and Federal Financial Assistance	\$46,170		\$46,170
<b>City of Philadelphia, OHS</b>	<b>\$46,170</b>		<b>\$46,170</b>
<b>Excess of Expenditures over Funding Sources</b>	<b>\$8,370</b>	<b>\$0</b>	<b>\$8,370</b>

**DEPAUL USA**  
**Supplementary Schedules**  
**Office Homeless Services (OHS)**  
**City of Philadelphia Contract # 23-20729 St Joseph**  
**Contract Period - January 1st 2024 to December 31st 2024**  
**Reporting Period - January 1st 2024 to December 31st 2024**

	Agency Total Contract Expenditures	Other Adjustments	Amount per Audit Report
Salaries and Professional Fees	\$184,637	\$0	\$184,637
Fringe Benefits	\$24,940	\$0	\$24,940
<b><i>S/Total Personal Services</i></b>	<b><i>\$209,577</i></b>	<b><i>\$0</i></b>	<b><i>\$209,577</i></b>
Rent - Occupancy	\$124,177		\$124,177
Repairs	\$17,950		\$17,950
Insurance	\$4,812		\$4,812
Program Supplies	\$13,588		\$13,588
			\$0
Other Expenses	\$10,874		\$10,874
<b><i>S/Total Operating expenses</i></b>	<b><i>\$171,400</i></b>	<b><i>\$0</i></b>	<b><i>\$171,400</i></b>
<b>Total Expenditures</b>	<b>\$380,978</b>	<b>\$0</b>	<b>\$380,978</b>
<b>Funding Sources</b>			
City Philadelphia and Federal Financial Assistance	\$195,099		\$195,099
<b>Excess of Expenditures over Funding Sources</b>	<b>\$185,879</b>	<b>\$0</b>	<b>\$185,879</b>

**Depaul USA, Inc.**  
**Schedule of Expenditures of Federal and City Awards**  
**Year Ended December 31, 2024**

Federal Grantor/Pass-through Grantor/ Program Title	Federal Assistance Listing Number	Agency or Pass- through Identifying Number or Contract Number	Federal Expenditures
<b>Federal Financial Assistance:</b>			
<b>U.S Department of Housing and Urban Development Programs:</b>			
City of St. Louis/Continuum of Care Program	14.267	MO0006L7E012212	\$ 414,260
City of St. Louis/Continuum of Care Program	14.267	MO0006L7E012313	34,668
City of St. Louis/Continuum of Care Program	14.267	MO0352L7E012200	341,326
City of St. Louis/Continuum of Care Program	14.267	MO0352L7E012301	110,294
City of St. Louis/Continuum of Care Program	14.267	MO0230L7E012206	206,870
City of St. Louis/Continuum of Care Program	14.267	MO0230L7E012307	43,735
UNITY of Greater New Orleans, Inc./Continuum of Care Program	14.267	LA0211L6H032209	37,226
UNITY of Greater New Orleans, Inc./Continuum of Care Program	14.267	LA0211L6I1032310	183,951
UNITY of Greater New Orleans, Inc./Continuum of Care Program	14.267	LA0234L6H032208	105,047
UNITY of Greater New Orleans, Inc./Continuum of Care Program	14.267	LA0280L6H032309	47,410
UNITY of Greater New Orleans, Inc./Continuum of Care Program	14.267	LA0280L6H032206	243,974
UNITY of Greater New Orleans, Inc./Continuum of Care Program	14.267	LA0280L6H032307	79,564
Philadelphia Rehousing Authority/Self Help Home Ownership Program	14.267	PA0569L3T002208	182,257
Continuum of Care Program	14.267	UEI - STCXF4XJJDK3	169,075
Philadelphia Rehousing Authority/Self Help Home Ownership Program	14.267	LA0234L6H031406	<u>360,001</u>
Total Under Assistance Listing No. 14.267			<u>2,559,658</u>
 OHS/Home Investment Partnership Program	 14.239	 LA0234L6H031406	 <u>1,720,853</u>
<b>Total U.S. Department of Housing and Urban Development Programs</b>			<u><u>4,280,511</u></u>
<b>Department of the Treasury Programs:</b>			
COVID Cares Act	21.027		
<b>Total Department of the Treasury Programs</b>			<u>75,832</u>

**Depaul USA, Inc.**  
**Schedule of Expenditures of Federal and City Awards (Cont.)**  
**Year Ended December 31, 2024**

Federal or City Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing Number	Agency or Pass- through Identifying Number or Contract Number	Federal or City Expenditures
<b>Department of Health and Human Services Programs:</b>			
Emergency Solutions Grant Program/St. Joseph	14.231	SBXX24001446-01	\$ 195,099
Emergency Solutions Grant Program/Pine Bluff	14.231	4600053338	25,427
Social Services Block Grant	93.667	20-20206	<u>485,079</u>
U.S. Department of Housing and Urban Development/Disaster Program	97.088		<u>34,849</u>
<b>Total Department of Health and Human Services Programs</b>			<u>740,454</u>
<b>Total Expenditures of Federal Awards</b>			<u>5,096,797</u>
<b>City Financial Assistance:</b>			
Office Supportive Housing	NA	NA	<u>89,263</u>
<b>Total City Financial Assistance</b>			<u>89,263</u>
<b>Total Expenditures of Federal and City Awards</b>			<u>\$ 5,186,060</u>

\* There were no awards passed through to subrecipients.

**Depaul USA, Inc.**  
**Notes to the Schedule of Expenditures of Federal and City Awards**  
**Year Ended December 31, 2024**

**1. Basis of Presentation**

The schedule of expenditures of federal and city awards (the "Schedule") presents the activities in all of the federal and City of Philadelphia financial assistance programs of the Organization for the year ended December 31, 2024. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance and the City of Philadelphia *Subrecipient Audit Guide*. The activities that are funded by the City of Philadelphia with state and city awards and are required to be disclosed by the City of Philadelphia *Subrecipient Audit Guide* are also included in the accompanying schedule of expenditures of federal and city awards. Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the consolidated financial position, changes in net assets, or cash flows of the Organization.

**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, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**3. Noncash Assistance**

No federal awards were expended in the form of noncash assistance.

**4. Indirect Cost Rate**

The Organization has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**5. Loan Program**

The federal HUD loan program listed below is administered by the Organization and balances and transactions relating to this program are included in the Organization's basic consolidated financial statements. Loans outstanding during the year are included in the federal expenditures presented in the Schedule above. The balance of loans outstanding as of December 31, 2024 is as follows:

Balance December 31, 2023	\$ 2,080,854
Additions	<u>-</u>
Balance December 31, 2024	<u><u>\$ 2,080,854</u></u>

**6. Relationship to Basic Consolidated Financial Statements**

Federal awards included in the accompanying schedule of expenditures of federal and city awards are reported as program income and grant revenue in the Organization's basic consolidated financial statements.



**Independent Auditors' Report on Internal Control over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Consolidated Financial Statements  
Performed in Accordance with Government Auditing Standards**

Board of Directors  
Depaul USA, Inc.  
Chicago, Illinois

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Depaul USA, Inc. and its wholly-owned subsidiaries, Immaculate Cleaning Services, LLC, Depaul USA Realty, LLC and Depaul USA Thrift, LLC (collectively, the "Organization"), which comprise the consolidated statement of financial position as of December 31, 2024, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated May 27, 2025.

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

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

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated 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 may exist that have not been identified.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the Organization's consolidated 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 consolidated 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 Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Anders Minkler Heber & Helms LLP". The signature is written in a cursive, flowing style.

May 27, 2025  
St. Louis, Missouri



**Independent Auditors' Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance and the City of Philadelphia Subrecipient Audit Guide**

Board of Directors  
Depaul USA, Inc.  
Chicago, Illinois

***Report on Compliance for Each Major Federal Program***

***Opinion on Each Major Federal Program***

We have audited Depaul USA, Inc. and its wholly-owned subsidiaries, Immaculate Cleaning Services, LLC, Depaul USA Realty, LLC and Depaul USA Thrift, LLC's (collectively, the "Organization") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* and the City of Philadelphia *Subrecipient Audit Guide* that could have a direct and material effect on each of the Organization's major federal programs for the year ended December 31, 2024. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2024.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Depaul USA, 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 the Organization's compliance with the compliance requirements referred to above.

### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

### ***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted audited standards, *Government Auditing Standards*, the Uniform Guidance, and the City of Philadelphia *Subrecipient Audit Guide* (the "Guide") will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and the Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

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

### **Report on Internal Control Over Compliance**

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' 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.



May 27, 2025  
St. Louis, Missouri

**Depaul USA, Inc.**  
**Schedule of Findings and Questioned Costs**  
**Year Ended December 31, 2024**

**Summary of Auditors' Results**

***Financial Statements***

Type of auditor's report issued: **Unmodified**

Internal control over financial reporting:

Material weaknesses identified? **No**

Significant deficiencies identified not considered to be a material weakness? **None reported**

Noncompliance material to the financial statements noted? **No**

***Federal Awards***

Internal control over major programs:

Material weaknesses identified? **No**

Significant deficiencies identified? **None reported**

Type of auditor's report issued on compliance for the major program: **Unmodified**

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)? **No**

**Major Program:**

**14.239** - U.S. Department of Housing and Urban Development - Home Investment Partnerships Program

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

Auditee qualified as a low-risk auditee? **Yes**

Tennessee Secretary of State  
Tre Hargett



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

January 23, 2026

CHRISTOPHER V. MARTINEZ  
PO BOX 756  
CHICAGO, IL 60690

**RE:** Registration to Solicit Funds for Charitable Purposes  
Organization Name: DEPAUL USA, INC.  
CO Number: CO42757  
Expiration Date: 06/30/2026

Dear CHRISTOPHER V. MARTINEZ :

Pursuant to the Tennessee Charitable Solicitations Act, T.C.A. §§ 48-101-501, et seq., the Tennessee Secretary of State has reviewed your catch-up registration and is pleased to announce that it has been approved; however, your organization may still be out of compliance. **Your organization must maintain statutory compliance by submitting a renewal application and required fees on or before the expiration date listed above.**

If your listed expiration date has already passed, your organization is **NOT** in compliance and still needs to file a renewal registration. At that time, you may be required to submit tax filings, financial statements, proof of IRS status, and other documents related to your organization and its fundraising activities. You can find additional information and submit additional filing at <https://sos.tn.gov/charities>. The "CO" Number listed above will serve as your organization's charitable registration number and should be used when submitting any charitable filings or correspondence.

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

If you have any questions or need further assistance, please do not hesitate to contact us at 615-741-2555 or [charitable.solicitations@tnsos.gov](mailto:charitable.solicitations@tnsos.gov).

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett  
Secretary of State

Tracking Number  
2026101844

# Application to Renew Registration of a Charitable Organization



Tre Hargett  
Secretary of State

Division of Business and Charitable Organizations

Department of State  
State of Tennessee  
312 Rosa L. Parks Avenue, 6th Floor  
Nashville, Tennessee 37243  
Phone: 615-741-2286  
tncab.tnsos.gov/portal/

CO Number: CO42757  
Filed: 01/23/2026 06:54 AM  
Tre Hargett  
Secretary of State

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## Organization Information

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Legal Name of the Charitable Organization: DEPAUL USA, INC.

CO Number: CO42757

Legal entity type of the Organization: Corporation

FEIN: 35-2338110

Initial Registration Date: 03/11/2022

Renewal Date: 11/27/2024

Has your fiscal year ending month changed since your last renewal?

Yes  No

Fiscal Year Ending Month: December

When and where was the organization legally established

Date: 05/20/2008 Country: USA City/State: DOVER, DE

Has your Principal Office address changed since your last renewal?

Yes  No

**Principal Office Address**

1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604

Has your Mailing address changed since your last renewal?

Yes  No

**Mailing Office Address**

PO BOX 756  
USA, CHICAGO, IL 60690

Contact Information for the Charitable Organization

Contact Name: CHRISTOPHER V. MARTINEZ

Telephone Number: (773) 341-2498

Fax Number: (215) 438-1944

Email: chris.martinez@depaulusa.org

Website: www.depaulusa.org

Current names used by the charity organization

Do you need to modify other names that the charity solicits under?

Yes  No

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

Yes  No

**Other States**

AL, AK, AR, CA, CO, CT, DC, FL, GA, HI, IL, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, TX, UT, VA, WA, WV, WI, TN, DE

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

Yes  No

**Other offices**

Name: DEPAUL USA NASHVILLE

Type: Branch

Telephone: (215) 489-4900

Fax:

Reporting Financial Activities: No

**Address**

110 JO JOHNSTON AVE DAVIDSON  
NASHVILLE, TN 37201, USA

The category that best describes your organization

P - Human Services

The charitable purpose of the organization

Depaul USA operates in 12 cities with 21 programs providing an array of homeless services: transitional, permanent supportive, & affordable housing; day centers offering social services; & health clinics.

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## Tax & Financial Information

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Has your tax exempt status changed since your last renewal?

Yes  No

**Fiscal Year** January 2023 - December 2023

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

Government Grants	\$ 3,434,265.00
Gross Receipts	\$ 8,475,890.00

**Fiscal Year** January 2024 - December 2024

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

Government Grants	\$ 4,457,487.00
Gross Receipts	\$ 10,430,017.00

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## Solicitation Information

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Have you been enjoined by any court from soliciting contributions?

Yes  No

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

Yes  No

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## Officer Information

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Do you need to modify the current officers?

Yes  No

DEAN EVANS  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Secretary, Director, Board Member, or Trustee

DIDIER GUIGON  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Treasurer, Custodian of Contributions, Custodian of Final Distributions

BERNARD TRACEY  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

ELIZABETH S. COURTNEY  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

GARY MUSOLF  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

JEFF BATTCHER  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

JIM FINN  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

KATHRYN MCBREARTY GERHARDT  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

KEVIN NOE  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

LANCE HINES  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

SISTER ELLE KRON  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

CHRISTOPHER V. MARTINEZ  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Chief Executive Officer

ESTELA MORALES  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

TONEH SMYTH  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

TONY ROMERO  
1 E JACKSON BLVD STE 6317  
USA, CHICAGO, IL 60604  
Title(s): Director, Board Member, or Trustee

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

Yes  No

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## Signature

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I certify that this is my signature and I have the authority to submit this registration form on behalf of the organization and that I have examined this registration form, including accompanying documents, and to the best of my knowledge and belief, the form and each document are true, correct, and complete.

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

Signed Electronically: DIDIER GUIGON

Date: 01/22/2026

Title: Treasurer

I certify that this is my signature and I have the authority to submit this registration form on behalf of the organization and that I have examined this registration form, including accompanying documents, and to the best of my knowledge and belief, the form and each document are true, correct, and complete.

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

Signed Electronically: CHRISTOPHER MARTINEZ

Date: 01/23/2026

Title: Chief Executive Officer



Tre Hargett  
Secretary of State

**Division of Business and Charitable Organizations**

**Department of State**

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2555

Fax: 615-253-5173

[tncab.tnsos.gov/portal/](http://tncab.tnsos.gov/portal/)

**Date:** 01/23/2026

**Invoice:** 2026-80734

**Customer Information**

CHRISTOPHER V. MARTINEZ

DEPAUL USA, INC.

PO BOX 756

CHICAGO, 60690

Tracking Number	Description	Amount Paid
2026101844	DEPAUL USA, INC. (CH Charitable Renewal)	\$ 20.00
2026101844	DEPAUL USA, INC. (CH Filing Late Fee)	\$ 140.00
<b>Payment Details</b>		
	Fee Total:	\$ 160.00
	Payment Total:	\$ 160.00
	Amount Due:	\$ 0.00
<b>Payment Method</b>		
	Payment Type:	Credit Card
	Check/Confirmation Number:	3914153516

L-6761

**GRANT CONTRACT  
BETWEEN THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY  
AND  
Depaul USA, Inc.**

This Grant Contract issued and entered into pursuant to resolution RS 2025-1436, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Depaul USA, Inc., ("Recipient"), is for the provision of on-site supportive services, 24-hour staffing, and case management services to optimize residents' health, recovery, independence, and housing stability for Strobel House Permanent Supportive Housing, as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

**A. SCOPE OF PROGRAM:**

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

This agreement will provide funding to the grantee for twenty-four months of operating and maintenance costs, performing the scope of work established below, for the standing up of the 90-bed Permanent Supportive Housing residence known as the Strobel House.

**Mission-Driven Property Management Services**

The property management services to be provided include, but are not limited to, the following duties and responsibilities:

- Provide a desirable, well-maintained, habitable, and affordable place to live without discrimination against race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity, or sexual orientation in accordance with the Fair Housing Act, 42 U.S.C. 3601, et seq.
- Work with Metro's Office of Homeless Services (OHS) to fill all units with tenants referred for occupancy through the Coordinated Entry (CE) process. Perform tenant intake and determination of eligibility in accordance with the "Housing First Model" with Low Barriers. Tenants will be accepted as they are referred from CE without any further application fees, admission criteria, etc. Promptly notify the OHS CE Coordinator when vacancies are anticipated so referrals are made promptly to ensure the vacancy rate does not exceed two percent (2%).
- Maintain effective working relationships with local government, including the Mayor, Metro Office of Homeless Services, Metro Nashville Police Department, the Davidson County Sheriff's Office, and Metro Council members.
- Lease execution, including explaining the lease and all attachments;
- Request for Qualifications to Provide Management and Support Services for Permanent Supportive Housing being constructed at 110 Jo Johnston Ave, Nashville, TN 37201
- Collection of rent and charges in addition to rent;
- Lease enforcement;

- Maintenance repair of units in the development - close all Emergency Work Orders within 24 hours and Routine Work within 30 days;
- Hiring and firing of staff and staff training;
- Annual re-examinations of income and family composition for rent determination and eligibility certification for housing voucher programs;
- Unit inspections, annually and at turnover;
- Unit turnover on an average of 15 business days or less, including preparing vacated units for leasing;
- Capital improvements and repairs;
- Utilities and services
- Security
- Disposal of hazardous materials
- Compliance with governmental orders
- Procurement of all required supplies and services
- Resident Management Relations
- Full fiscal management responsibilities, including maintaining Tenant Account Receivables at 98% or higher; maintaining a vacancy rate below two (2) percent every month or reporting on mitigating circumstances; preparing annual operating budgets; monthly financial reporting; keeping expenses and income within approved budget amounts and provide an explanation for any variances exceeding five (5) percent;
- Provide weekly and monthly reports as specified by Metro and/or MDHA;

#### **Support Services Provider**

The supportive services are to be customized with the needs of the tenants in mind. Supportive housing support services are intended to help ensure housing stability and to maximize each tenant's ability to live independently. It is the desire that the majority of the supportive services be provided on-site. Additionally, services should be designed and delivered to promote the integration of residents into the community to the greatest extent possible and appropriate; All supportive services are to be available to tenants in accordance with the "Housing First Model" and are to be voluntary and not a prerequisite to accessing housing or a condition of maintaining it.

Support services to be provided include, but are not limited to the following:

- Case management services aim to optimize residents' health, recovery, independence, and housing stability. The case manager does not provide every service a tenant needs, but helps broker relationships between the tenant and the service providers. Case management can include new tenant orientation, assistance with accessing childcare, community building activities, and transportation to help the tenant access services in the community.

- Mental Health Services focused on assisting tenants to improve their mental health status. Services in this category may include psychosocial assessment, individual or group counseling, support groups, and peer mentoring.
- Alcohol and Substance Abuse Services are designed to assist tenants in addressing abuse of substances. Services may include relapse prevention and recovery planning, individual or group counseling, harm reduction services, and inpatient rehabilitation.
- Independent Living Skills assistance in acquiring or regaining skills that allow them to maximize their independence. This may include help with obtaining employment and disability benefits, rent payment and budgeting, conflict resolution, cooking/meal preparation, personal hygiene and self-care, and housekeeping and apartment safety training.
- Vocational Services are designed to assist tenants in accessing employment or improving their employment situation. Services may include vocational counseling, job placement, and supported employment.
- Health/Medical Services to ensure that tenants address their physical health needs. This is particularly important as persons experiencing homelessness often have unaddressed severe health needs. Services may include routine medical care, medication management, and nutrition counseling.
- Peer Support Services are provided by someone on their own recovery journey and has received training on how to be helpful to others who participate in mental health services. Peer Support Specialists can help people find interesting or fun things to do, advocate for themselves, make friends, get a job, and learn skills to live well in the community.
- Social Activities to build community within the PSH development. Some activities can be provided by housing and service providers, and others can be tenant-led. In addition to helping to create a positive milieu within a building, these activities help engage people who might otherwise be isolated in their apartments.
- Additional support service requirements are as follows:
  - 24-hour staffing
  - Regular visits from staff
  - Full-time maintenance staff
  - 24-hour security

- A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.
- A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

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

**B. GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** This grant term will commence on the date this Grant Contract is approved by all required parties and filed in the office of the Metropolitan Clerk (the "Effective Date"), with an effective end date of June 30, 2026. The Parties understand that the Recipient has provided services prior to the Effective Date of this Grant Contract and that it will be reimbursed for those services utilizing the ARPA Strobel Funding resolution, payments were secured monthly since June 30, 2024.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed three million five hundred thousand dollars (\$3,500,000) The Grant Spending Plan will constitute the maximum amount to be provided to the Recipient by Metro for all of the Recipient's obligations hereunder. The Grant Spending Plan line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Recipient.

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

C.2. **Payment Methodology.** The Recipient will only be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1 and the department has the latitude to disburse funds as an up-front payment, but still requiring monthly invoices and monitoring of participant's progress and grantee's progress toward the completion of the services as described in section A. The Agency shall submit invoices monthly and any supporting documentation as requested by OHS to demonstrate that the funds are used as required by this Contract, prior to any payment for allowable costs.

Recipient must send all invoices to:

Joseph Marsh  
Assistant Director of Admin. & Finance  
Office of Homeless Services  
Joseph.marsh@nashville.gov  
615-880-2867

Final invoices for the contract period should be received by Metro Payment Services by no later than fifteen (15) days after the end of the grant period. 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 within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed

as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.

- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.

D. **STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. **Termination for Cause.** 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.** This 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 this Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with this Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.
- D.6. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.7. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.8. **Media Interaction.** Any media events or news releases connected to any work contemplated or performed relative to this Grant Contract must be coordinated through the Office of Homeless Services/Metro Nashville Government Communication Representative prior to engagement, airing, or distribution. Notwithstanding the foregoing, this provision shall not be construed to restrict the Recipient's rights under federal, state, or local law, including but not limited to, the First Amendment of the U.S. Constitution. The intent of this provision is to promote cooperation between the Recipient and Metro around opportunities to create awareness and promote collaborative good work as a community.
- D.9. **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.10. **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 Non-Profit Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

- D.11. **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.12. **Reporting.** The Recipient must submit an Interim Program Report, to be received by no later than 180 days from effective date, and a Final Program Report, to be received within 45 days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.13. **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 Grant Contract 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.14. **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.15. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.
- D.16. **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.17. **Indemnification and Hold Harmless.**
- (a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - (b) Metro will not indemnify, defend or hold harmless in any fashion the Recipient from any claims, regardless of any language in any attachment or other document that the Recipient may provide.
  - (c) Recipient will pay Metro any expenses incurred as a result of Recipient's failure to fulfill any obligation in a professional and timely manner under this Contract.
  - (d) Recipient's duties under this section will survive the termination or expiration of the grant.
- D.18. **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.19. **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.20. **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.21. **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.22. **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.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.24. **Severability.** In the event any provision of this Grant Contract 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 Grant Contract not in question shall remain in full force and effect.
- D.25. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

The Recipient agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at any time during the term of the Grant Contract, the Recipient must request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All

equipment must be disposed of in such a manner as parties may agree as appropriate and in accordance with any applicable federal, state or local laws or regulations.

- D. 26. **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.27. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.
- D.28. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

**Metro**

For contract-related matters:  
Allison Cantway  
Assistant Director of Planning and Research  
Allison.cantway@nashville.gov  
615-880-2350

For enquiries regarding invoices:  
Joseph Marsh  
Assistant Director of Administration and  
Finance  
[joseph.marsh@nashville.gov](mailto:joseph.marsh@nashville.gov)  
615-880-2867

**Recipient**

Sandra Guillory  
Chief Operating Office  
Depaul USA  
5725 Sprague St.  
Philadelphia, PA 19138  
Sandra.guillory@depaulusa.org

215-620-6366

D.29. **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.30. **Certification Regarding Debarment and Convictions.**

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

D.31. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and

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

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

**RECIPIENT: Depaul USA**

*April Calvin*

\_\_\_\_\_  
April Calvin, Director  
Office of Homeless Services

By: *Charles W. Levesque*  
Charles W. Levesque (Aug 5, 2025 1:13:38 EDT)

\_\_\_\_\_  
Charles Levesque President & Executive Director

**APPROVED AS TO AVAILABILITY OF  
FUNDS:**

*Jannice Cardenas*

\_\_\_\_\_  
Director of Finance

**APPROVED AS TO RISK AND  
INSURANCE:**

*Balagun Cobb*

\_\_\_\_\_  
Director of Insurance

**APPROVED AS TO FORM AND  
LEGALITY**

*Matthew Gault*

\_\_\_\_\_  
Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK

*Austin Kyle*  
\_\_\_\_\_  
Metropolitan Clerk

## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY GRANT SPENDING PLAN

<b>RECIPIENT NAME:</b>	Depaul USA, Inc.
------------------------	------------------

<b>THE FOLLOWING IS APPLICABLE TO EXPENSES PLANNED TO BE INCURRED DURING THE CONTRACT GRANT PERIOD: 7/1/2024 through 6/30/2026</b>				
	EXPENSE OBJECT LINE-ITEM CATEGORY	METRO GRANT FUNDS	RECIPIENT MATCH (participation)	TOTAL PROJECT
	Salaries and Wages	\$1,720,903.00	\$0.00	\$1,720,903.00
	Benefits and Taxes	\$344,180.60	\$0.00	\$344,180.60
	Professional Fees	\$267,028.00	\$0.00	\$267,028.00
	Supplies	\$134,423.40	\$0.00	\$134,423.40
	Communications	\$0.00	\$0.00	\$0.00
	Postage and Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$650,000.00	\$0.00	\$650,000.00
	Equipment Rental and Maintenance	\$150,000.00	\$0.00	\$150,000.00
	Printing and Publications	\$0.00	\$0.00	\$0.00
	Travel/ Conferences and Meetings	\$25,000.00	\$0.00	\$25,000.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance to Individuals	\$208,465.00	\$0.00	\$208,465.00
	Other Non-Personnel	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$3,500,000.00</b>	<b>\$0.00</b>	<b>\$3,500,000.00</b>












# Strobel 2025 Grant (Revised \$3.5 Million)

Final Audit Report

2025-08-06

Created:	2025-08-06
By:	Joseph Marsh (joseph.marsh@nashville.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6ZJy9uTo92rupvzKr_vHprsWI6yo-o5_

## "Strobel 2025 Grant (Revised \$3.5 Million)" History

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-  Document emailed to Aaron Pratt (aaron.pratt@nashville.gov) for signature  
2025-08-06 - 2:12:55 PM GMT
-  Email viewed by Aaron Pratt (aaron.pratt@nashville.gov)  
2025-08-06 - 3:09:24 PM GMT
-  Document e-signed by Aaron Pratt (aaron.pratt@nashville.gov)  
Signature Date: 2025-08-06 - 3:10:48 PM GMT - Time Source: server
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2025-08-06 - 3:15:26 PM GMT
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 Document e-signed by Matthew Garth (matthew.garth@nashville.gov)

Signature Date: 2025-08-06 - 4:24:16 PM GMT - Time Source: server

 Agreement completed.

2025-08-06 - 4:24:16 PM GMT