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

Regular meetings of the Board of Health are scheduled on the second Thursday of each month.
To sign up for meeting updates or access advance materials, visit: https://www.nashville.gov/departments/health/boards/health-board

AGENDA
BOARD OF HEALTH MEETING
Lentz Public Health Center Board Room on the third floor
2500 Charlotte Avenue, Nashville TN 37209
4:00 p.m. – Thursday, February 12, 2026

The Board of Health may deliberate and decide any item on the agenda.

APPEAL OF DECISIONS FROM THE METROPOLITAN BOARD OF HEALTH

Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, notice is hereby given that a contested case hearing before the Metropolitan Board of Health, acting as a Civil Service Commission, which affects the employment status of a civil service employee is appealable to the Chancery Court of Davidson County pursuant to the provisions of the Uniform Administrative Procedures Act. Any such appeal must be filed within sixty (60) days after the entry of the Board's final order in the matter. A common law writ of certiorari is the appropriate appeal process of any decision of the Metropolitan Board of Health that does not involve a contested case hearing affecting the employment status of a civil service employee. This appeal must be filed within sixty (60) days of the action taken by the Board. You are advised to seek your own independent legal counsel to ensure that your appeal is filed in a timely manner and that all procedural requirements are met.

BOARD OF HEALTH

1. Public Comment on Agenda Items .... Franklin
   Note: Pursuant to T. C. A. § 8-44-12, time is reserved at the beginning of Board of Health meetings for public comment that is germane to items on the agenda. Up to five people will be allowed up to two minutes each to speak. Speakers must register within one half hour prior to the beginning of the meeting by signing their name on a physical sign-up sheet available at the entrance.
2. Community Voices .... Franklin
   Speakers must register within one half hour prior to the beginning of the meeting by signing their name on a physical sign-up sheet available at the entrance.
3. Declarations of Conflicts/Recusals or Communiques from the Public on Agenda Items .... Franklin
4. Deliberation of January 8, Meeting Minutes .... Franklin
5. Weather Event Update .... Areola
6. Deliberation of Grant Applications .... Diamond
7. Deliberation of Grants and Contracts .... Diamond
8. Employee/Team Recognition .... Areola
9. State of Public Health .... Areola
10. Report of Director .... Areola
11. Report of Chair .... Franklin
12. New Business .... Franklin
    a. Board Requests of the Department b. Departmental Requests of the Board
13. Adjournment .... Franklin

CIVIL SERVICE BOARD

1. Public Hearing Regarding Civil Service Rule 4.7, subsection B .... Franklin
2. Deliberation of Civil Service Rule 4.7, subsection B .... Holloway
3. Personnel Changes – January 2026 .... Holloway
4. Adjournment .... Franklin

The Metro Public Health Department does not discriminate on the basis of age, race, gender, gender identity, sexual orientation, color, national origin, religion, or disability in admission to, access to, or operation of its programs, services, or activities, nor does it discriminate in its hiring or employment practices. Contact mphd.ada@nashville.gov with questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act.

2500 Charlotte Avenue ● Nashville, TN 37209-4129 ● Phone: (615) 340-5616 ● Fax: (615) 340-5665 ● www.health.nashville.gov

Metropolitan Board of Health of Nashville and Davidson County
January 8, 2026, Regular Meeting Minutes

The regular meeting of the Metropolitan Board of Health of Nashville and Davidson County was called to order by Chair Tené Franklin at 4:03 p.m. in the Lentz Public Health Center Board Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Present
Tené H. Franklin, MS, Chair
Marie Griffin, MD, Member
Carol Ziegler, DNP, Vice Chair
Rebecca Whitehead, MBA, Member
Morgan McDonald, MD, Member
Heather Corum Powell, Member
Sanmi Areola, Ph.D., Director of Health
Jim Diamond, MBA, Finance and Administration Bureau Director
Abigail Holloway, Interim Human Resources Manager
Avis Turner, MD, TB Elimination Physician and Family Planning NP Preceptor
Sabrina Cook, APRN, TB Elimination Program Director
Colton McKay, MPH, Epidemiologist
Derrick Smith, JD, Metropolitan Department of Law

Public Comment Period (Agenda Items)
There were no requests to comment.

Public Comment Period (Community Voices)
There were no requests to comment.

Declarations of Conflicts/Recusals or Communiques from the Public on Agenda Items
Chair Franklin asked that Board members who may have declarations of conflict or recusal, or who had communications from the public on agenda items, to state such. There were none.

Deliberation of December 11, 2025, Meeting Minutes
Dr. Ziegler made a motion to approve December 11, 2025, meeting minutes as distributed. Dr. Griffin seconded the motion, which passed unanimously.

Finance Budget Overview Presentation
Mr. Diamond presented the FY27 Budget Kick-Off presentation.

TB Elimination Presentation
Ms. Cook, Dr. Turner, and Mr. McKay presented the TB Elimination presentation (Attachment 1).

State of Public Health
Dr. Areola discussed his Performance Tracking Report for FY2026 (Attachment II).

Deliberation of Grant Applications
There were no grant applications.

Deliberation of Grants and Contracts
Mr. Jim Diamond presented four items.

1. **Data Use Agreement with the Tennessee Department of Health**
   Term: Execution + three (3) years with option to extend for two (2) additional one (1) year terms
   Amount: NA
2. **Marjorie Neuhoff Foundation donation**

Term: NA
Amount: $10,000

3. **Nashville Strong Babies grant amendment**
   Term: May 1, 2024 – March 31, 2029
   Amount: NA
4. **Strengthening US Public Health Infrastructure, Workforce and Data Systems – A2 Foundational grant**
   Term: December 1, 2025 – November 30, 2026
   Amount: $843,396

Dr. McDonald made a motion to approve items 1-4. Dr. Ziegler seconded the motion. The motion passed unanimously.

<u>**Report of Director**</u>
Dr. Areola shared that Mr. Larry Cole passed recently. Mr. Cole worked at MPHD for almost 45 years, starting on October 14, 1969, and retired February 28, 2013. Dr. Areola shared that he held many positions, including Director of Metro Animal Care and Control, Director of Mosquito Control Programs, and Public Facilities. He was very well known in the community. Dr. Areola shared we are mourning him as we celebrate his life the following Saturday at his funeral.

Dr. Areola shared that TB Elimination is the priority for budget improvement.

Dr. Areola referred to the update provided in the Board packet (Attachment III) and highlighted several items therein.

<u>**Report of Chair**</u>
Chair Franklin shared that she did not have a report for the Board at this time. Chair Franklin mentioned the need to plan a date for the Board of Health Retreat. Board of Health members will be queried for April as it was hard to find a date for all to attend in March.

Chair Franklin shared that since the Board of Health Retreat will take place in April, the Board of Health will meet in March, and she suggested that it be outside of Spring Break for most, on Thursday, March 19th.

<u>**New Business**</u>
Chair Franklin shared that the Board requests of the Department are listed in the packet. Chair Franklin allowed a moment for review and asked if Dr. Areola had anything to draw attention to on the list. There were no additional questions asked by Board Members or Dr. Areola.

<u>**Adjournment**</u>
Dr. Ziegler made a motion to adjourn the regular meeting. Ms. Whitehead seconded the motion, which passed unanimously. The regular meeting adjourned at 5:16 p.m.

<u>**CIVIL SERVICE BOARD**</u>

<u>**Public Hearing Regarding Civil Service Rule 4.7, subsection B**</u>
Ms. Holloway requested a public hearing for proposed revision of MPHD Civil Service Rule 4.7, subsection B.

Dr. Griffin made a motion to approve request for public hearing to be held at the next meeting. Dr. Ziegler seconded the motion, which passed unanimously.

<u>**Personnel Changes – December 2025**</u>
Ms. Holloway referred to the December 2025 Personnel Changes.

Adjournment

Chair Franklin adjourned the Civil Service Board meeting at 5:17 p.m.

Next Meeting
The next meeting of the Board of Health will be held Thursday, February 12, 2026, at the Lentz Public Health Center Board Room, 2500 Charlotte Avenue, Nashville, TN 37209.

Tené H. Franklin

Chair

SUMMARY OF APPLICATIONS FOR BOARD APPROVAL

To: Board of Health
From: Jim Diamond
Date: February 12, 2026
Re: Summary of applications presented for Board approval

There were no applications this month.

SUMMARY OF GRANTS & CONTRACTS FOR BOARD APPROVAL

To:	Board of Health
From:	Jim Diamond
Date:	February 12, 2026
Re:	Summary of grants & contracts presented for Board approval

1. **Community Health Access & Navigation in Tennessee grant**
   A grant from the Tennessee Department of Health to provide comprehensive care coordination services to eligible families and children. The potential recipients will be pregnant and postpartum adolescents and women; all children less than 5 years of age; TennCare kids eligible (up to 21 years old); and children and youth with special health care needs (up to 21 years old).

Term:	July 1, 2026 – June 30, 2027
Amount:	$2,041,200
Program Manager:	Nakishua King
Bureau:	D'Yuanna Allen-Robb

2. **Gideon's Army contract**
   A grant to Gideon's Army to implement "Gid University", a trauma informed, youth led workforce and leadership program for youth as part of the Community Safety Initiative.

Term:	execution +1yr
Amount:	$375,000
Program Manager:	Anidolee Melville-Chester
Bureau:	D'Yuanna Allen-Robb

3. **Southern Word contract**
   A grant to Southern Word to provide school age children with writing, presentation and school based mentorship to reduce and mitigate violence as part of the Community Safety Initiative.

Term:	execution +1yr
Amount:	$150,000
Program Manager:	Anidolee Melville-Chester
Bureau:	D'Yuanna Allen-Robb

4. **Friends of Mill Ridge contract**
   A grant to Friends of Mill Ridge to improve community safety by increasing access to greenspace and outdoor services as part of the Community Safety Initiative.

Term:	execution +1yr
Amount:	$80,000
Program Manager:	Anidolee Melville-Chester
Bureau:	D'Yuanna Allen-Robb

5. **TB Control & Prevention grant amendment**
   This grant from the Tennessee Department of Health provides funding to deliver tuberculosis control, outreach, and prevention services through the provision of direct patient care, contact investigation, management and tracking of patient and contact treatment, compliance, and outcomes.

   Amendment 1 – adds additional funds.

   Term: July 1, 2025 – June 30, 2026
   Amount: $22,000 (New total $1,562,900)
   Program Manager: Sabrina Cook
   Bureau: Joanna Shaw-KaiKai

6. **Flow-Tech grant**
   A grant to MACC to support adoption efforts.

   Term: NA
   Amount: $630
   Program Manager: Dannielle Carter
   Bureau: John Finke

7. **Vanderbilt University Medical Center POD MOU**
   This MOU with VUMC provides licensed medical employees and other licensed medical professionals with mass prophylaxis for distribution in the event of a public health emergency. In the event the Governor of the State of Tennessee issues an Executive Order allowing non-licensed medical personnel to distribute mass prophylaxis, MPHD and the Worksite POD will broaden the distribution consistent with the Executive Order to employees and others specified by the Worksite POD.

   Term: execution +5yr
   Amount: NA
   Program Manager: Sarakay Johnson
   Bureau: Rachel Franklin

8. **Ryan White Part A grant**
   This is a grant from the Health Resources & Services Administration for the provision of prevention, surveillance, diagnosis, and treatment of HIV/AIDS. This funding is meant to be the “payer of last resort.”

   This action obligates partial funding for the next grant cycle.

   Term: March 1, 2026 – February 28, 2027
   Amount: $1,311,652
   Program Manager: Beverly Glaze-Johnson
   Bureau: Joanna Shaw-KaiKai

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2026	June 30, 2027	34360-81027	

Grantee Legal Entity Name	Edison Vendor ID
Metropolitan Government of Nashville and Davidson County	4

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number 93.994

Grantee's fiscal year end June 30

Service Caption (one line only)

Community Health Access and Navigation in Tennessee (CHANT) Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	$302,518.00	$381,128.00	$1,357,554.00		
TOTAL:	**$302,518.00**	**$381,128.00**	**$1,357,554.00**		**$2,041,200.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The grant selection process was non-competitive because the metro health department is a governmental entity that has been determined to be capable and willing to provide Community Health Access and Navigation in Tennessee (CHANT) activities.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Eric Bucholz

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00006836, HL00006826, HL00006871, HL00019071	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of Community Health Access and Navigation in Tennessee (CHANT) Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. <u>Service Definitions.</u>

a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.

b. ACES: Adverse Childhood Experiences (ACEs) are traumatic events that occur during childhood. ACEs can have a significant impact on a person's physical, emotional, and mental health throughout their life.

c. Care Coordinator is an employee of the Grantee designated and trained by the State to educate, refer, and follow-up on resources and services based on the needs of families.

d. Care Coordination means assistance to families in addressing interrelated medical, social, developmental, behavioral, educational, and financial needs to achieve optimal health and wellness outcomes.

e. CHANT (Community Health Access and Navigation in Tennessee) is a model of care coordination, delivered by an interdisciplinary team to engage specific individuals within communities, who are most likely to have poor health outcomes, navigate their specific needs (medical and/or social) and measure these results.

f. CHANT Guidelines are the most current policy and procedure manual including the Children Special Services (CSS) guidelines, as approved by the State.

g. CHANT Screening and Assessment Questionnaire means the systemic application of asking a series of questions to identify risk, needs and opportunities for early intervention including identification of resources and service referrals.

h. Children and Youth with Special Health Care Needs (CYSHCN) means children who have or are at risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.

i. Children's Special Services (CSS) is a program intended to assure that children with special health care needs are identified early, receive high quality care coordination, and that their families receive necessary support. The program serves those children who meet the T.C.A. § 68-12-102 definition of "a child with a physical disability" and provides reimbursement for diagnostically related services for enrolled children when other payors are unable to provide payment.

j. Cover Kids provides comprehensive health coverage for qualifying children age 18 and younger and pregnant women. It covers preventive health services, doctor visits, hospital visits, vaccinations, well-child visits, developmental screenings, and mental health.

k. Cultural Sensitivity is broadly recognized as the knowledge, skills, attitudes and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings.

l. DHS means Tennessee Department of Human Services.

m. DHS is responsible for administering various services aimed at improving the well-being of economically disadvantaged, disabled, or vulnerable individuals in Tennessee. Its mission is to build stronger families by connecting Tennesseans to education, employment, and support services. The department oversees programs such as Families First, Temporary Assistance for Needy Families (TANF), Food Stamps (SNAP), Child Support, Child Care Licensing, and Adult Protective Services.

n. Gatekeeper means an employee or agent of the Grantee designated and trained by the State to administrate over the Grantee's kidcentraltn.com profile.

o. Implicit Bias is when we have attitudes towards people or associate stereotypes with them without our conscious knowledge.

p. MCO is a health care delivery system organized to manage cost, utilization, and quality. Managed care provides for the delivery of health benefits and additional services through contracted arrangements with TennCare.

q. Pathways of Care are resource and service needs of families as identified through the CHANT Screening and Assessment Questionnaire.

r. PCP means a physician (M.D. - Medical Doctor or D.O. - Doctor of Osteopathic Medicine), nurse practitioner, clinical nurse specialist or physician assistant, as allowed under state law, who provides, coordinates or helps a patient access a range of health care services. The PCP supervises a person's health care through many stages of their lives.

s. Presumptive Eligibility means temporary Medicaid coverage to pregnant women or women diagnosed with breast or cervical cancer whose income is at or below the specified percentage of the poverty level. This allows the woman to receive health care more quickly to help ensure a healthy lifestyle.

t. Priority Populations means a child with Special Health Care Needs (CYSHCN).

u. PTBMIS means Patient Tracking Billing Management Information System.

v. REDCap is a secure web application used for CHANT data collection and management.

w. RTO means the Recovery Time Objective, which is the amount of time an application or system can be down that a business can tolerate defining the amount of time that it takes from the time of the incident to recovery.

x. RPO means the Recovery Point Objective, which is the amount of time between data backups and the amount of data loss a business can tolerate between backups in the event of a disaster.

y. TennCare is a program providing health insurance to people who are eligible for Medicaid and to certain other people who lack access to insurance.

z. www.kidcentraltn.com is a website that pulls together and organizes content from the Tennessee State departments and other resources, making it easier for families to find information about health, education, child development and support.

A.3. Service Goals. To provide comprehensive Care Coordination services to eligible families and children.

A.4. Service Recipients. Pregnant and postpartum adolescents and women; all children less than five (5) years of age; TennCare kids eligible (children from birth to age twenty-one (21) years); CYSHCN (children from birth to age twenty-one (21) years).

A.5. Service Description. The Grantee shall use the grant funds to implement CHANT as follows:

a. Provide Care Coordination services for CHANT in accordance with the most current version of the CHANT/CSS Guidelines, incorporated herein by reference (a copy of which has been provided to the Grantee), and as directed by the CHANT Program Director, CSS Program Director, and CHANT funders.

b. Provide appropriate staffing (CHANT lead, CHANT medical services lead, CHANT team lead, care coordinators) as required for CHANT service provision; all staff are required to be full-time and maintain an active Caseload of seventy-five (75) continuous families. Active caseloads are based on established case weights. Those CSS eligible participants with an Unassigned Case Weight are not included in the required caseload. There should be no lapse in service provisions for Priority Populations.

c. Provide administrative supervision of all CHANT personnel with programmatic coordination and monitoring for non- direct reports.

d. Notify the CHANT and CSS Program Director of all personnel vacancies and/or personnel changes that occur anytime during the year relating to the positions funded by this Grant Contract.

e. Establish a centralized intake process to allow timely follow-up on referrals to target populations in accordance with the current version of the CHANT Guidelines. All referrals must be acted on by the CHANT Team Lead within three (3) business days.

f. Engage target populations through conducting the CHANT Screening and Assessment Questionnaire to identify Pathways of Care and other social and medical needs. All CHANT Screening and Assessment Questionnaire responses shall be collected into REDCap. REDCap access is limited to CHANT staff.

g. Provide education, referral, and follow-up on resources and services as identified by Pathways of Care within CHANT Guidelines. Retain families on Pathways of Care only through completion of all associated action steps and identified outcomes met.

h. Provide advocacy services, i.e., provide information regarding TennCare and other program requirements; assist with TennCare application process and accessing benefits; assist with referrals and prior authorization of services; and refer to appropriate services, i.e., DHS , health department services, MCOs, PCPs, and additional appropriate referrals per CHANT Pathway of Care etc.

i. Assist with appointment scheduling, arranging transportation to appointment and changing PCP if requested.

j. Assist individuals who are ineligible for TennCare to apply for CoverKids and other federal marketplace insurance, and assist women seeking presumptive eligibility.

k. Engage MCO's and other community partners in county specific planning meetings to improve care coordination of women and children. Provide activities that will engage participants in events which address the actual needs of families enrolled in CHANT located in areas of highest need as determined by zip code level and concentrations of risk.

l. Determine financial and medical eligibility; provide medical services referral and treatment approval, family service and transition plan development, and implementation of plans for all children eligible for CSS.

m. Process payment for all CSS claims through PTBMIS or other state required system from service providers and maintain programmatic information in accordance with the CSS policy contained within the CHANT Guidelines.

n. The Grantee must participate in monthly CHANT and/or CSS Strategic Topic calls to receive important updates. The Grantee must also participate in regularly scheduled conferences, training and workshops as provided by the State. Any CHANT positions/staff funded by this grant must participate in Implicit bias training, ACEs training and Cultural Sensitivity training as recommended by the State or Grantee and any additional training courses required by the State, whether in person or online.

o. Failure to meet service provisions as outlined in this scope of service may result in corresponding reduction in funding.

A.6. Service Reporting.

a. The Grantee shall submit a quarterly CHANT compliance report, in a format provided by the State, by the fifteenth (15^{th}) of the month following the end of each quarter of the Term (October 15, January 15, April 15, and July 15).

b. The Grantee shall provide Accrual data to the Program Director no later than June 15 in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above shall be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State shall make the final determination concerning acceptance of the work performed under this Grant Contract.

A.8. This grant allows for the purchase of electronic devices, such as but not limited to computers, ipads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines.

A.9. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.

A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2026 (“Effective Date”) and ending on June 30, 2027 (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Million Forty-one Thousand Two Hundred Dollars ($2,041,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget 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 Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices **(Attachment 3)** prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kathy Robinson, Public Health Program Director
Children's Special Services
Division of Family Health and Wellness
710 James Robertson Parkway
Andrew Johnson Tower, 7th Floor
Nashville, TN 37243
Kathy.robinson@tn.gov
Telephone # 616-532-3755

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Division of Family Health and Wellness.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).

ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to one percent (1%) of a line-item amount to another line item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars ($0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4).**

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

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

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

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

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

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Kathy Robinson, Public Health Program Director
Children's Special Services
Division of Family Health and Wellness
710 James Robertson Parkway
Andrew Johnson Tower, 7th Floor
Nashville, TN 37243
Kathy.robinson@tn.gov
Telephone # 616-532-3755

The Grantee:

Holly Rice, Finance Manager
Metropolitan Government of Nashville and Davidson County
2500 Charlotte Avenue
Nashville, TN 37209-4129
Email: holly.rice@nashville.gov
Telephone # 615-340-8900

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. <u>Public Accountability</u>. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. <u>Public Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. <u>Licensure</u>. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. <u>Records</u>. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract 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 term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. 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 to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth 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 default under this Grant Contract or grounds for termination. 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. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;

b. Vehicle identification number;

c. Manufacturer's serial number or other identification number, when applicable;

d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract..

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 § C.F.R. 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM)and maintain its number for the term of this Grant. More information about obtaining a Unique Entity Identifier Number can be found at: https://www.gsa.gov

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

E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.8. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.994 Maternal and Child Health Services Block Grant to the States.

E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

(1) The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," as amended from time to time. Grantee shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. A "System Security Plan (SSP)" is required regardless of the type of third-party Controls Audit the Grantee obtains.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Grantee within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Grantee.

(5) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures.

(6) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(7) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall

provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by the Grantee to host State data, including those of all Subcontractors, must comply with the most current version of NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," or NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-53 or NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Davidson County Information Security Management Policies are located at: https://www.nashville.gov/departments/information-technology-services/information-security/information-security-policies

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Grantee shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Grantee and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Grantee and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a

computer. The Grantee shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.10. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Grantee must provide the State or the Comptroller of the Treasury with a detailed written description of the Grantee's information technology control environment, including a description of general controls and application controls. The Grantee must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Grant.

Grantee will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant, including all information technology logging and scanning conducted within the Grantee's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Grantee grants the State or the Comptroller of the Treasury with the right to audit the Grantee's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Grantee's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Grantee to process State data and/or provide services under this Grant. The audit may include the Grantee's and Subcontractor's compliance with NIST 800-53 or 800-171 and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Grantee and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all Subcontractors used by the Grantee. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Grantee must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Grantee and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Grantee and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

E.11. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.12. Confidentiality of Records. The Grantee agrees that strict standards of confidentiality of records shall be maintained in accordance with State and Federal law and regulations (Reference TCA Sections 71-1-131, 71-3-119, 45-10-101 et seq., 45-10-118,and 50-7-701, 45 Code of Federal Regulations Sections 205.50, 303.21, and 307.13; 26 U.S.C. Section 6103(*l*); 42 U.S.C. Sections 653, and 1320b-7), and all other applicable State and Federal laws regulations and any and all data-sharing agreements between the Tennessee Department of Human Services and the Federal Government, specifically including, but not limited to, the SDS-BENDEX-SVES for 1137 and/or Child Support Benefit Programs Data Matching Agreement between the Social Security Administration and the Tennessee Department of Human Services.

(a) All material and information provided to the Grantee by the State or acquired by the Grantee on behalf of the State from any non-public source whether verbal, written, electronic data, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State and Federal law and ethical standards and shall not be disclosed, except as otherwise permitted by law, regulation or court order, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with Federal and State law and ethical standards.

(b) The Grantee further agrees that any information provided by the State relative to applicants or recipients of public assistance is to be used only for the administration of this Grant Contract or in any investigation, prosecution, or criminal, administrative or civil proceeding conducted pursuant to this Grant Contract. The Grantee agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes stated in this section.

(c) The safeguards so provided shall also prohibit disclosure to any legislator, legislative or other committee or legislative body, investigator, attorney, or prosecutor of any information which identifies by name or address any such applicant or recipient, except as otherwise permitted by law.

(d) The Grantee agrees that any Federal or State tax related information will be treated as confidential as set forth in this section, and will be used solely for purposes of administering the child support program, unless otherwise required by law.

(e) It shall be the Grantee's responsibility to ensure that any destruction of confidential information, as described in this section, will be accomplished in a manner consistent with State policy and Federal regulations pertaining to the destruction of private or confidential data. Confidential information shall be destroyed completely by a method that assures complete obliteration, removal, or destruction to preclude recognition or reconstruction of the confidential information.

(f) The Grantee's obligations under this section do not apply to information: in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

(g) In performance of this Grant Contract, the Grantee agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements regarding Federal Tax Information (FTI):

1) All work will be done under the supervision of the Grantee or the Grantee's employees.

2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Grant Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Grant Contract. Disclosure to anyone other than an officer or employee of the Grantee is prohibited.

3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

4) The Grantee certifies that the data processed during the performance of this Grant Contract will be completely purged from all data storage components of his or her computer facility; no output will be retained by the Grantee at the time the work is completed. If immediate purging of all data storage components is not possible, the Grantee certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the State or its designee. When this is not possible, the Grantee will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

7) No work involving Federal tax information furnished under this Grant Contract will be subGrant Contracted without prior written approval from the State.

8) The Grantee will maintain a list of employees having authorized access. Such list will be provided to the State upon request and, upon request, to the IRS reviewing office. The State

will have the right to void the Grant Contract if the Grantee fails to provide the safeguards described above.

(h) Criminal /Civil Sanctions: Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars ($5,000.00) or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than one thousand dollars ($1,000.00) with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Grant Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Grant Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars ($1,000.00) or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of one thousand dollars ($1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the Grantee to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to Grantees by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Grantee, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully disclosed the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars ($5,000.00).

(i) Inspection: The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Grantee for inspection of the facilities and operations provided for the performance of any work under this Grant Contract. On the basis of such inspection, specific measures may be required in cases where the Grantee is found to be non-compliant with Grant Contract safeguards.

(j) The Grantee agrees, and understands, that access to FTI must be preceded by certification that all personnel of the Grantee and its subgrantees understand security policy and procedures for safeguarding IRS information. Training provided prior to initial certification, and annually thereafter, must include, but not be limited to, Incident Response policy and procedures for reporting unauthorized disclosures and data breaches. Further, the Grantee agrees that all personnel of the Grantee, and all personnel of subgrantees performing services under this Grant Contract for the Grantee, authorized to handle Federal tax related information will sign, annually, an IRS Confidentiality Form, to be provided by the State, with the original signed forms to be maintained by the Grantee, along with a current list of its employees, and those of its subgrantees, performing services under this Grant Contract. These IRS Confidentiality Forms, and the list of Grantee's employees and those of its subgrantees performing services under this Grant Contract, shall be made available to the State and the IRS upon request.

(k) It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department	Date
Chair, Board of Health	Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance	Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services	Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney	Date

FILED:

Metropolitan Clerk	Date

DEPARTMENT OF HEALTH:

Dr. John R. Dunn Interim Commissioner	Date

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	B0454577
Federal award date	07/30/2025
Subaward Period of Performance Start and End Date	10/01/2024-09/30/2026
Subaward Budget Period Start and End Date	10/01/2024-09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994 Maternal and Child Health Services Block Grant to the States
Grant contract's begin date	07/01/2026
Grant contract's end date	06/30/2027
Amount of federal funds obligated by this grant contract	$381,128.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$9,749,614.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Maternal and Child Health Services
Name of federal awarding agency	Department of Health and Human Services; Health Resources and Services Administration
Name and contact information for the federal awarding official	Hakeem S Henderson Grants Management Specialist Office of Federal Assistance Management (OFAM) Division of Grants Management Office (DGMO) hhenderson@hrsa.gov (301) 443-1515
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Elizabeth Harvey elizabeth.harvey@tn.gov (615)917-9608
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2026
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2026
Grant contract's end date	June 30, 2027
Amount of federal funds obligated by this grant contract	$678,777.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

GRANT BUDGET

Metropolitan Government of Nashville and Davidson County - CHANT

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JULY 1, 2026, and ending JUNE 30, 2027.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$1,363,000.00	$0.00	$1,363,000.00
	Benefits & Taxes	$558,800.00	$0.00	$558,800.00
	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
	Supplies	$1,000.00	$0.00	$1,000.00
	Telephone	$9,600.00	$0.00	$9,600.00
	Postage & Shipping	$400.00	$0.00	$400.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
	Printing & Publications	$0.00	$0.00	$0.00
	Travel/ Conferences & Meetings[2]	$15,000.00	$0.00	$15,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$20,000.00	$0.00	$20,000.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (3.82% of Salaries and Benefits & Taxes)	$73,400.00	$0.00	$73,400.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$2,041,200.00	$0.00	$2,041,200.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (If applicable)	AMOUNT
King, Nakishua, Public Health Nurse 2	$8,464.65	x	12	x	100.00%	+	$688.00	$102,263.80
Howse, Theresa, Manager 1 - Chant Lead	$7,944.59	x	12	x	100.00%	+	$935.00	$96,270.08
Owens, Jessica, Manager 1 - Chant Lead	$8,029.88	x	12	x	100.00%	+	$908.00	$97,266.56
Hollanhan, Kimberly, Manager 1 - Chant Lead	$7,196.28	x	12	x	100.00%	+	$825.00	$87,180.36
Dangerfield, Valerie, Program Specialist	$5,879.64	x	12	x	100.00%	+	$935.00	$71,490.70
Bingham, Irma, Program Specialist	$5,658.84	x	12	x	100.00%	+	$935.00	$68,841.09
Dumas-Hodge,Kimberly, Program Specialist	$5,093.57	x	12	x	100.00%	+	$633.00	$61,755.84
Whiteside, Renna, Program Specialist	$5,353.59	x	12	x	100.00%	+	$633.00	$64,876.08
Alvarez, Amarantha, Program Specialist	$4,590.67	x	12	x	100.00%	+	$0.00	$55,088.04
Crawford, Laura Program Specialist	$5,020.83	x	12	x	100.00%	+	$358.00	$60,607.96
Hanna, Amani, Program Specialist	$5,093.57	x	12	x	100.00%	+	$440.00	$61,562.84
Sanchez, Evelyn, Program Specialist	$5,093.57	x	12	x	100.00%	+	$523.00	$61,645.84
Williamson, Tonya, Program Specialist	$5,093.57	x	12	x	100.00%	+	$193.00	$61,315.84
Quarles, Melodye, Program Specialist	$5,879.64	x	12	x	100.00%	+	$935.00	$71,490.70
Allison, Derrick, Program Specialist	$4,654.41	x	12	x	100.00%	+	$0.00	$55,852.92
Shehata, Amy, Program Specialist	$4,961.48	x	12	x	100.00%	+	$0.00	$59,537.76
Jones, Shetuka, Program Specialist	$5,093.57	x	12	x	100.00%	+	$275.00	$61,397.84
Shipman, Dorothy, Office Support Representative 3	$4,441.93	x	12	x	100.00%	+	$935.00	$54,238.16
Brown, Deborah, Office Support Specialist 1	$4,615.58	x	12	x	100.00%	+	$523.00	$55,909.96
Hicks, Jacelyn, Office Support Specialist 1	$4,513.89	x	12	x	100.00%	+	$193.00	$54,359.68
ROUNDED TOTAL								$1,363,000.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local mileage	$15,000.00
ROUNDED TOTAL	**$15,000.00**

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Nutritional supplements	$20,000.00
ROUNDED TOTAL	**$20,000.00**

Department of Health

Invoice Reimbursement Form

Contract #	
Supplier Name	
Program Name	

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.) ____________________

PO Line # (Req.) ____________________

Receipt # (Req.) ____________________

Agency Invoice # ____________________

Edison Contract # ____________________

Edison Vendor # ____________________

Edison Address Line # ____________________

AP Attachment (check if yes) ☐

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice # ____________________

Invoice Date ____________________

Service Start Date ____________________

Service End Date ____________________

Contract Start Date ____________________

Contract End Date ____________________

Contact Person Name ____________________

Phone # ____________________

Remit Payment to:

Business Name

____

Street Address ____________________________________

City ____________________________

State __________

ZIP __________________________

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL	$ 0.00	$ 0.00	$ 0.00

Section 3: Payment Information (to be completed by TDH Program)

Invoice Received Date ____________________ Invoice Received by (Name) ____________________

Service Type (Select One): ☐ Medical Services ☐ Non-Medical Services

Speedchart	Department ID	User Code	Project ID	Amount ($)

Total Amount: $ 0.00

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

Program Signature 1 ______________________________

Program Signature 2 ______________________________

Program Signature 3 ______________________________

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: ____________________

Date: ____________________

Signature: ____________________

TDH Program Authorization

Name: ____________________

Date: ____________________

Signature: ____________________

TDH Accounts Authorization

Name: ____________________

Date: ____________________

Signature: ____________________

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries	$ 0.00													$ 0.00	$ 0.00
Benefits	$ 0.00													$ 0.00	$ 0.00
Fee/Grant/Award	$ 0.00													$ 0.00	$ 0.00
Supplies	$ 0.00													$ 0.00	$ 0.00
Telephone	$ 0.00													$ 0.00	$ 0.00
Postage and Shipping	$ 0.00													$ 0.00	$ 0.00
Occupancy	$ 0.00													$ 0.00	$ 0.00
Equipment Rental and Maintenance	$ 0.00													$ 0.00	$ 0.00
Printing and Publications	$ 0.00													$ 0.00	$ 0.00
Travel/Conferences and Meetings	$ 0.00													$ 0.00	$ 0.00
Interest	$ 0.00													$ 0.00	$ 0.00
Insurance	$ 0.00													$ 0.00	$ 0.00
Specific Assistance to Individuals	$ 0.00													$ 0.00	$ 0.00
Depreciation	$ 0.00													$ 0.00	$ 0.00
Other Non-Personnel	$ 0.00													$ 0.00	$ 0.00
Capital Purchase	$ 0.00													$ 0.00	$ 0.00
Indirect Costs	$ 0.00													$ 0.00	$ 0.00
Totals	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:
•Schedule A,
•Schedule B, and
•Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous Telephone: 615-741-2974
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total**.** This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions).
If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:
2 CFR Part 200.430
Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:
2 CFR Part 200.431
Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:
2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:
2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:
2 CFR Part 200.474
Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:
2 CFR Part 200.465
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:
2 CFR Part 200.452
Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:
- 2 CFR Part 200.461
- Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:
- 2 CFR Part 200.475
- Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:
- 2 CFR Part 200.432
- Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:
- 2 CFR Part 200.449
- Form 990 Part IX line 20

Line 14 Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

[2 CFR Part 200.447]
Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1
Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456
Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436
Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:
2 CFR Part 200.1
Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:
2 CFR Part 200.455
Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:
2 CFR Part 200.462
Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:
2 CFR Part 200.463
Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:
2 CFR Part 200.470
Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:
2 CFR Part 200.454
Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES
SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT
Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

II. The cumulative year-to-date expenses for fund-raising activities, if any.

III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:

Program Name: A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

	A	B
Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	A Quarter To Date	A Year To Date	B Quarter To Date	B Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct Nongrant and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

Contracting State Agency:
Program Name: A
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0.00
a						0.00		0.00
b						0.00		0.00
c						0.00		0.00
d						0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct Nongrant and Administrative Exp**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

	A	B
Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	A Quarter To Date	A Year To Date	B Quarter To Date	B Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Program Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

Revised 0?/xx/2023

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1

Page # of # Pages:

Contractor/Grantee Name:

Report Period:

	A	B
Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	A Quarter To Date	A Year To Date	B Quarter To Date	B Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

Revised 09/xx/2023

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a		0.00			0.00
b		0.00			0.00
c		0.00			0.00
d		0.00			0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	**Total Expenses**	0.00	0.00	0.00	0.00

Revised 09/xx/2023

Attachment 5

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Kathy Robinson, Children's Special Services Program Director at kathy.robinson@tn.gov**;**

fa.audit@tn.gov**, TN Department of Finance and Administration**

GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN

This Grant Contract issued and entered into pursuant to Resolution RS2025-   by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Gideons Army Grassroots Army for Children, ("Recipient"), is for the provision of the Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. **SCOPE OF PROGRAM:**

A.1. The Recipient will implement "Gid University," a trauma-informed, youth-led workforce and leadership program for 30 youth ages 14–24 who are justice-impacted or violence-impacted and reside primarily in zip code 37208 and other high-risk Nashville neighborhoods.

The goal is to reduce participants' risk of violence involvement or victimization, strengthen family stability, and increase education and employment outcomes through healing-centered engagement.

The Recipient will use the funds to pay for the salaries of the program coordinator, education coordinator, a case manager and two (2) peer mentors and a portion of the program directors' salary as well as:

- Enroll 30 participants and maintain 80% retention rates for youths aged 24 and under.
- Seventy-five percent (75%) of participants will show improved coping and emotional regulation on cognitive and dialectical behavioral therapies.
- Provide 500 hours, per participant, in structured workforce development experiences.
- Seventy percent (70%) of participants will be employed or enrolled in school or training within 6 months of completion.
- Develop and produce 4 youth-led community projects with 80% of the participants showing leadership growth on a rubric.
- Provide monthly financial literacy classes with individualized coaching for participants aged 18 and over.
- Seventy-five percent (75%) of participating families will report improved communication and support.
- Reduce recidivism and reinjury to 10% or less of participants.

A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Number of participants served.
- Frequency of services provided.
- Sign in sheets with dates and times of services or meetings.
- Monthly program progress reports
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Three Hundred Seventy-Five Thousand dollars ($375,000). 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. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

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

Recipient must send all invoices to healthap@nashville.gov**.**

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.

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

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

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

D. **STANDARD TERMS AND CONDITIONS**:

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

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.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.

a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The

Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

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

D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by bradley.thompson@nashville.gov and Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. **Indemnification and Hold Harmless.**

a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent 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.17. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $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.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a 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.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below <u>or</u> to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

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

Recipient

Gideons Army Grassroots Army for Children
Executive Director
1804 14th Avenue N
Nashville, TN 37208

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

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

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

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

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

a) Recipient certifies that Recipient, and its current and future principals:

1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.

2) 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.

3) 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

4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.

b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its accompanying regulations.

a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.

b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not “protected health information” as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

RECIPIENT: Gideons Army Grassroots Army for Children

By: ____________________________

Sworn to and subscribed to before me, a Notary Public this ___________________ day of _____________________, 2025, by ____, the ___________________________________ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: ____________________________

My Commission Expires: ______________

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department	Date
Chair, Board of Health	Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance	Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services	Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney	Date

FILED:

Metropolitan Clerk	Date

Table of Contents of Attachments:

ATTACHMENT A

GRANT BUDGET

(BUDGET PAGE 1)

Gideons Army

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH 3	TOTAL PROJECT
1	Salaries2	$220,900.00	$0.00	$220,900.00
2	Benefits & Taxes	$58,644.04	$0.00	$58,644.04
4, 15	Professional Fee/ Grant & Award 2	$31,000.00	$0.00	$31,000.00
5	Supplies	$7,988.96	$0.00	$7,988.96
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$3,000.00	$0.00	$3,000.00
11, 12	Travel/ Conferences & Meetings2	$10,000.00	$0.00	$10,000.00
13	Interest 2	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals2	$15,000.00	$0.00	$15,000.00
17	Depreciation 2	$0.00	$0.00	$0.00
18	Other Non-Personnel 2	$28,467.00	$0.00	$28,467.00
20	Capital Purchase 2	$0.00	$0.00	$0.00
22	Indirect Cost (0% of S&B)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$375,000.00	$0.00	$375,000.00

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

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

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

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES								AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus			
Program Director	116667	x	30%	+		$		35,000.10
Program Coordinator	53500	x	100%	+		$		53,500.00
Education & Workforce Development Coordinator	55000	x	100%	+		$		55,000.00
High Risk Outreach Specialist/Casemanager (Part Time)	40000	x	100%	+		$		40,000.00
Peer Mentor 1 (Part Time)	18720	x	100%	+		$		18,720.00
Peer Mentor 2 (Part Time)	18720	x	100%	+		$		18,720.00
		x	100%	+		$		-
ROUNDED TOTAL						$		220,900.00

PROFESSIONAL FEE/ GRANT & AWARD		AMOUNT
Program Consulting	$	15,000.00
Bookkeeping	$	10,000.00
Admin Support (stipend)	$	6,000.00
ROUNDED TOTAL	$	31,000.00

TRAVEL/ CONFERENCES & MEETINGS		AMOUNT
Staff Training & Travel	$	10,000.00
ROUNDED TOTAL	$	10,000.00

SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT
Direct Assistance to Youth ($500 x 30 youth)	$	15,000.00
ROUNDED TOTAL	$	15,000.00

Gid University: Executive Summary

Gid University: An Evidence-Informed Model for Community Violence Intervention and Intergenerational Leadership

Gid University is **an award-winning, youth-developed pilot that has received national recognition for its innovation.** Created with and for the young people it serves, the program was named a top-five capstone project at the University of Chicago's Community Violence Intervention Leadership Academy (CVILA), which resulted in receiving the **Innovation Award from Annie E. Casey Foundation and CVILA. Gid University also earned the Exploration Award from the Annie E. Casey Foundation**, further affirming its creativity and promise as a national model. The program has been **recognized by the U.S. Department of Justice, including Kristina Rose, former Director of the Office for Victims of Crime, and Liz Ryan, former Administrator of the Office of Juvenile Justice and Delinquency Prevention (OJJDP)**, as one of the most unique and comprehensive approaches in the country integrating healing and justice care for youth most at risk.

Gid University is a trauma-informed, youth-led workforce development and service leadership program **t**hat equips young people from communities most impacted by violence to become **credible messengers, public health workers, peer mentors, and changemakers**. Gid University is for youth most at risk of violence, school pushout, and justice involvement. Many of our students have participated in or are at high risk for participating in community violence, have been suspended or expelled, impacted by the justice system, or live in communities deeply affected by poverty and gun violence.

Our model weaves together **Community Violence Intervention (CVI), restorative justice, public health frameworks, intergenerational mentorship, and evidence-based behavioral health practices**—positioning youth not only as program participants, but as frontline leaders in the work of community safety, healing, and transformation.

By integrating paid workforce pathways with healing-centered engagement, Gid University transforms lived experience into leadership capacity. Youth gain certifications, real-world job skills, and the tools to address the root causes of violence while fostering resilience and unity in their neighborhoods. **We take a two-generation (2Gen) approach, serving not only the youth themselves but also their families—providing connection to resources, healing supports, and opportunities that strengthen the entire household's stability and wellbeing.** This holistic model recognizes that sustainable change happens when both young people and their families are engaged in the process of healing, empowerment, and economic mobility.

For these funds, Gideon's Army is proposing to serve **30 students through Gid University**, providing them with over 500 hours of healing, workforce training, and leadership development in the first six months, followed by continued accountability and support as they transition into work and school. This investment will equip students most impacted by violence and justice involvement with the tools, relationships, and opportunities they need to stabilize their lives, strengthen their families, and contribute to safer, healthier communities.

Gid University: Program Description

Mission

Gid University's mission is to create a learning experience that transforms the lives of our students, their families, and their communities. Through healing, workforce development, and leadership training, we help youth reach their full potential so they can live joyfully, creatively, and abundantly while doing the work they love.

What is Gid University?

Gid University is an innovative and evidence-informed two-year workforce and service-leadership program for youth most at risk of violence, school pushout, and justice involvement. Many of our participants have been suspended or expelled, impacted by the justice system, or live in neighborhoods where poverty and violence are common. Too often, these young people are excluded from traditional supports. Gid University provides them with structure, healing, and opportunity so they can stabilize, grow, and prepare for meaningful futures.

Our Model

Our model is informed by **ecosystem-based approaches** to violence prevention—recognized by the National Institute of Justice (NIJ, 2022) as the most effective frameworks for long-term change. These ecosystems integrate trauma support, education, employment, mentorship, and community-rooted leadership through credible messengers.

Gid University embodies this approach: **young people lead**, **co-design solutions**, and **serve as peer mentors and credible messengers** in their own communities. Through this structure, they are not just recipients of service—they are **builders of the solution**.

How the Program Works

The program blends five essential parts into one integrated model:

1. **Healing & Personal Growth**
   Youth take part in evidence-based interventions including Dialectical Behavior Therapy (DBT), Cognitive Behavioral Therapy (CBT), anger management, restorative circles, and the Alternatives to Violence Project (AVP). These approaches are proven to reduce aggression, improve emotion regulation, and strengthen resilience (Linehan, 2014; Niaz, Hasan, & Pervaiz, 2019). Assessments and individualized planning follow the **OJJDP Risk-Need-Responsivity (RNR) model**, ensuring services match each youth's risk level, needs, and learning style.

2. **Service Leadership & Public Health Training**
   Students learn to view violence through a public health lens, exploring the social determinants of health, systemic inequities, and health equity. They design and lead service-learning projects that give back to their neighborhoods, practicing project management, facilitation, and advocacy. Service learning has been

shown to increase critical thinking, academic performance, and civic engagement (Astin et al., 2000).

3. **Workforce Development & Apprenticeship**
Students rotate through paid internships at BlackOut North Café, Market, and Studio, gaining hands-on experience in food service, retail, music, and event management. In addition, Gid University connects youth to external placements in **Tennessee's high-demand career sectors**—including health care, advanced manufacturing, information technology, logistics, and construction—ensuring they are prepared for jobs that offer long-term stability and growth. Workforce development programs consistently improve youth employment readiness and long-term outcomes (Doll, 2012).

4. **Career Interest & Exploration**
All students participate in a structured module using nationally recognized tools such as the **O*NET Career Interest Profiler**. Youth identify their top career interest areas and connect them to both local opportunities and Tennessee's most in-demand occupations. With support from mentors, each student builds a **Career Interest Profile** linking their strengths, talents, and passions to real-world education, training, and employment pathways.

5. **Financial Education & Coaching**
In Year One, youth receive financial education workshops on budgeting, saving, banking, paychecks, and credit basics, paired with coaching to apply these skills as they manage stipends and wages. In Year Two, the focus shifts fully to personalized coaching, where students build long-term financial plans, strengthen credit, and learn to avoid predatory lending. This whole-family approach supports both youth independence and household stability.

Throughout the program, participants receive mentorship, case management, and career coaching. In keeping with the **2Gen (two-generation) approach**, Gid University also engages families—offering referrals, case management, and connections to supports that build stability and resilience across the household.

Theory of Change

Gid University believes that when youth most at risk of violence, justice involvement, and school pushout are provided with healing supports, workforce opportunities, and leadership development, they can stabilize their lives, gain meaningful purpose, and become agents of change for themselves, their families, and their communities. By combining evidence-based healing practices with workforce apprenticeships and public health service-learning, the program strengthens protective factors, reduces risk factors, and creates pathways into education and employment. Through this process, youth experience **positive shifts in attitudes and behaviors about violence**, improve their ability to manage conflict, and build prosocial habits. The program also enhances **family stability** and generates **community-level protective factors** by equipping young people to lead projects, support peers, and model healthier choices—laying the foundation for long-term resilience and transformation.

Our model works because:

1. **Healing experiences** (DBT, CBT, AVP, anger management, restorative circles) equip youth with emotional regulation, conflict resolution, and coping skills.

2. **Workforce and leadership opportunities** (apprenticeships, service-learning, public health projects) provide meaning, purpose, and a vision for the future.

3. These supports together foster **behavior change** and **shifts in attitudes about violence**, helping youth choose alternatives to retaliation and build prosocial habits.

4. The program builds protective factors across three levels:

    - **Personal:** coping skills, confidence, employability, and career readiness.

    - **Family:** stronger connections and household stability through case management, referrals, and youth contributions.

- ○ **Community:** youth-led projects, health messaging, and credible messenger roles that increase networks of safety, support, and resilience.

When protective factors are strengthened at these levels, youth are better positioned to thrive, achieve their goals, and contribute positively to their communities.

This theory of change is grounded in:

- **Behavior change science** (DBT, CBT, AVP).
- **Public health frameworks** (CDC socio-ecological model; Braveman & Gruskin, 2003 on health equity).
- **Community violence research** (Galtung, 1969 on direct and structural violence).
- **Human-Centered Design & Popular Education**, ensuring programming is participatory and youth-led.
- **Meaning and purpose theory** (Frankl, 1946), recognizing the resilience built through purpose and vision.

Target Population

Gid University High-Risk Engagement Profile: Gid University serves youth and young adults ages 14–24 in Nashville who are directly impacted by violence, the juvenile and criminal legal systems, poverty, and structural racism. Our participants reside in 37208, which is an under-resourced zip code, and are justice-involved, violence-impacted, or otherwise disconnected from traditional pathways to employment, education, and wellbeing.

The program prioritizes youth who are typically overlooked by other systems—those with complex trauma histories and immediate needs related to survival, healing, and self-determination.

- **Geographic Indicators:**
  - Zip code 37208 once had the highest incarceration rate in the U.S., with 1 in 7 Black men imprisoned at some point in their lives (Brookings Institute, 2018)
  - Youth in these neighborhoods experience youth unemployment rates exceeding 35% and are 7 times more likely to be victims of gun violence than their peers in other areas (MNPD, TN Dept. of Health)
  - High rates of poverty, housing instability, and chronic absenteeism further limit access to opportunity
- **Need:**
  - Youth disconnection rate (not in school or work): In high-poverty zip codes in Nashville, this exceeds 20%, more than double the national average (Measure of America, 2023).
  - Unaddressed trauma, increases vulnerability to violence involvement and justice-system contact
  - Lack of culturally responsive, high-touch workforce pathways with embedded healing support
  - The need for credible messengers and peer support leaders from within impacted communities
  - Youth unemployment (ages 16–24) in 37208: Estimated at 35% (U.S. Census/American Community Survey).
  - Youth exposure to violence: According to MNPD and the Tennessee Department of Health, young Black males in North Nashville are over 7 times more likely to be victims of gun violence than their white peers.

- ○ Public school data from MNPS show chronic absenteeism and suspension rates remain highest in the schools zoned for Gid University youth, reflecting unmet behavioral and trauma-related needs.

High-Risk Engagement Indicators

The individuals most in need of immediate and focused engagement are those with **direct experience of serious violence**, such as surviving a gunshot wound or stabbing within the past three years, losing a close friend or family member to homicide, or being recently threatened with a weapon. They are often connected to **violence-prone networks**, maintaining close ties with peers or groups involved in ongoing conflicts, spending time in areas with frequent shootings or assaults, or being identified by credible messengers as actively connected to disputes.

1. Direct Experience with Serious Violence

- Survived a gunshot wound or stabbing within the past 3 years
- Lost a close friend or family member to homicide
- Recently threatened with a weapon

2. Active Involvement in Violence-Prone Networks

- Known association with peer groups or networks involved in high-conflict activities
- Frequent presence in locations with high rates of recent shootings or assaults
- Named in community intelligence or outreach team referrals as being “in the mix” of active conflicts

3. Law Enforcement & Justice System Contact

- Recently released from incarceration or detention for a violent offense
- Currently on probation, parole, or under court supervision for charges related to weapons, assault, or robbery
- Multiple prior arrests for violent behavior, even without conviction

4. Behavioral & Lifestyle Indicators

- Regularly carries a weapon (firearm or otherwise) for protection or retaliation
- Public or social media posts displaying weapons, threats, or gang symbolism
- Actively engaged in disputes that have escalated online or in person

5. Social & Environmental Risk Factors

- High exposure to violence in immediate environment (block, school, peer group)
- Lives in a neighborhood with recent spikes in shootings or assaults
- Lacks consistent access to school, employment, or prosocial opportunities

6. Protective Factor Gaps *(absence of buffers that reduce risk)*

- Minimal engagement with positive adult role models or mentors
- Limited or no participation in structured programs or activities
- Strained or disconnected family relationships

7. Early Warning & Escalation Signals

- Sudden change in appearance or behavior signaling alignment with violent peer groups
- Involvement in a recent “near miss” (e.g., narrowly avoided being shot, arrested, or jumped)
- Expressed intent to seek revenge or resolve conflict through violence

Why These Engagement Indicators

National research shows that a small subset of individuals—often less than 1% of a city’s population—are connected to more than half of shootings and serious violence (Braga et al., 2018). These individuals frequently have direct involvement indicators such as surviving a gunshot wound or stabbing, losing a close friend or family member to homicide, being recently threatened with a weapon, or regularly carrying a firearm (OJJDP, 2016). Studies of hospital-based violence intervention programs find that violent reinjury rates can reach 20–36% within two years without targeted intervention, with many incidents linked to cycles of retaliation (Cooper et al., 2006).

These individuals also experience contextual risk factors documented by the CDC’s *Social-Ecological Model*—including living in neighborhoods with high concentrations of shootings, maintaining close ties to networks in active conflict, and lacking consistent access to education, employment, or positive adult mentorship (CDC, 2023). Behavioral indicators such as public display of weapons, threats on social media, and involvement in escalating disputes are recognized predictors of future violence involvement (OJJDP, 2016). Evaluations of focused deterrence and Cure Violence interventions confirm that risk assessment models combining direct involvement indicators with environmental and relational factors most accurately identify those at highest risk for future victimization or offending, and are associated with significant reductions in shootings when targeted with intensive intervention (Braga et al., 2018; Butts et al., 2015).

Program Design and Services

Program Structure

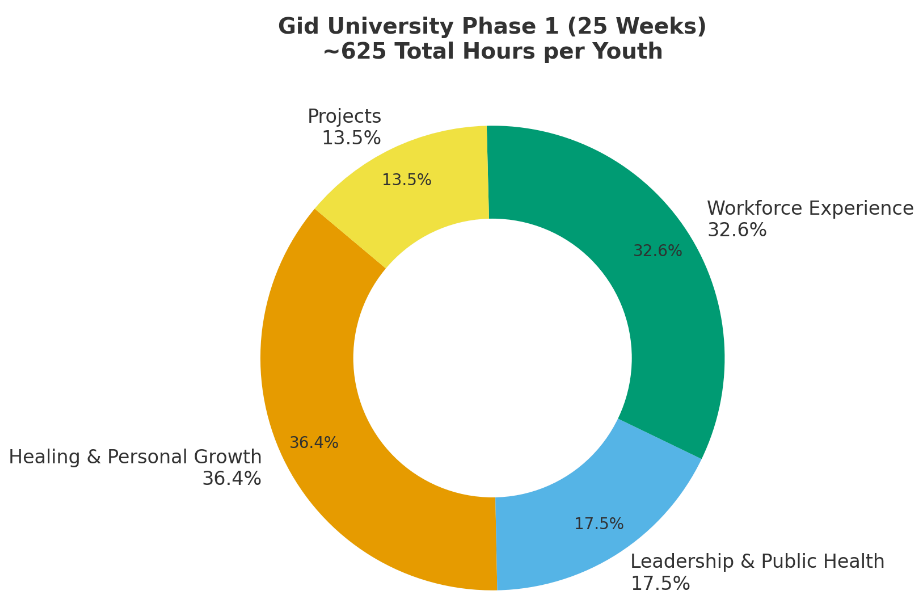
Gid University is designed as a full-year, intensive program that blends healing, leadership development, and workforce experience. Students meet Monday through Friday mostly after school, and some weekends depending on their project needs and apprenticeship/on-the-job training schedule, balancing structured classes, therapy, and service-learning with paid workforce rotations at the BlackOut North Café, Market, and Studio or an external work placement. The year is divided into two phases: the first six months focused on stabilization and skill-building, and the second six months centered on leadership, mastery, and transition.

Phase 1: Foundations (Weeks 1–25)

In the first six months, youth engage in healing groups, service leadership, workforce rotations, public health organizing, and career exploration while actively completing service-learning projects. These projects run throughout the program, giving students repeated practice in planning, management, and outcome assessment. The period concludes with a showcase where youth present their work, and each student designs and carries out a final project independently—demonstrating growth in leadership, project management, and real-world impact.

- **Healing Classes:** DBT groups twice per week, CBT groups biweekly, Anger Management (12-week cycles), AVP (Basic, Advanced, and Facilitator levels), restorative circles, and emotional intelligence/personal safety workshops.
- **Service Leadership:** Weekly service leadership workshops where students practice problem-solving, teamwork, and community engagement.
- **Leadership Training:** Skill-building sessions in advocacy, facilitation, systems thinking, and project management, equipping students to take initiative in both group and community settings.

- **Public Health Organizing:** Training as public health workers with a focus on health equity, communication, and community mobilization, preparing students to address the root causes of violence and health disparities.
- **Workforce Experience:** Paid rotations at the Café, Market, and Studio, paired with workforce readiness and project management workshops twice monthly.
- **Career Exploration:** A Career Interest and Exploration Module using O*NET Profiler and career clusters helps students identify strengths, passions, and pathways into Tennessee's high-demand sectors.
- **Projects:** Each quarter ends with a service-learning showcase, where students present projects designed to apply their healing, leadership, and organizing skills in real-world contexts.



When program funding allows, students are paid directly by Gideon's Army; in addition, we partner with local workforce agencies and employers to expand paid placement opportunities in Tennessee's high-demand career sectors. This blended approach gives students the highest probability of achieving stable employment, since they are compensated not only for work experience but also for training and workshops that build transferable skills.

Phase 1 Outputs:

Gid University leads with a high-dosage schedule of healing, leadership, and workforce training that totals nearly **500 structured hours**. This intensive phase builds trust, addresses trauma, and equips students with the skills and certifications they need to stabilize and succeed.

Healing & Personal Growth (~210–222 hours)

- **Dialectical Behavior Therapy (DBT):** Two group sessions weekly (1.5 hours each) for a total of **75 hours**.

- **Cognitive Behavioral Therapy Groups (CBT):** Biweekly groups (1.5 hours each) for a total of **~19 hours**. Note: Gid University partners with licensed mental health providers to deliver this service; we do not currently provide group therapy on our own. In addition to CBT groups, students may also be referred for **individual counseling** through our partner network when assessments or staff observations indicate a need for more intensive support. This **referral pathway** ensures students can access timely, professional mental health care beyond what the program provides directly.

- **Anger Management:** A 12-session course, 1.5 hours weekly, for a total of **18 hours**. Students receive a certificate upon completion.

- **Alternatives to Violence Program (AVP):** Basic, Advanced, and Facilitator levels (6–8 sessions per level, 2 hours each) for a total of **36–48 hours**.

- **Restorative Circles:** Weekly sessions (1 hour each) for **25 hours**.

- **Emotional Intelligence & Personal Safety Workshops:** Weekly sessions (1.5 hours each) for **37.5 hours**.

Leadership & Public Health Training (112.5 hours)

- **Service Leadership Workshops:** Weekly, 1.5 hours, for a total of **37.5 hours**.
- **Leadership Training Modules:** Advocacy, facilitation, systems thinking, and project management skills, 1.5 hours weekly for **37.5 hours**.
- **Public Health Organizing:** Training on health equity, messaging, and mobilization, 1.5 hours weekly for **37.5 hours**.

Workforce Experience (130.5 hours)

- **Paid Rotations:** Students work in the BlackOut North Café, Market, and Studio for 4.5 hours weekly, totaling **112.5 hours**.
- **Workforce Readiness & Project Management Intensives:** Biweekly, 1.5 hours, for a total of **18 hours**.

Service-Learning Projects (50 hours)

- Students design and implement **quarterly projects** that apply healing and leadership skills in the community.
- Each project culminates in a **showcase event** where students present their work, practice evaluation, and reflect on outcomes.

Across healing, leadership, workforce, and projects, each student completes **~493–505 hours** of structured programming in the first six months. This dosage far exceeds national benchmarks for effective behavior change programs and ensures that students not only learn new skills but **apply them in real-world contexts with measurable outcomes.**

Phase 2: Leadership & Transition (Weeks 26–52)

The second half of Year One emphasizes application, leadership, and preparing for long-term success. Healing supports continue with DBT booster sessions, CBT therapy, and restorative circles, but with lighter intensity as youth take on more active leadership roles.

- **Youth Leadership:** Participants begin co-facilitating DBT, AVP, and Service Leadership sessions, serving as peer mentors and credible messengers-in-training.

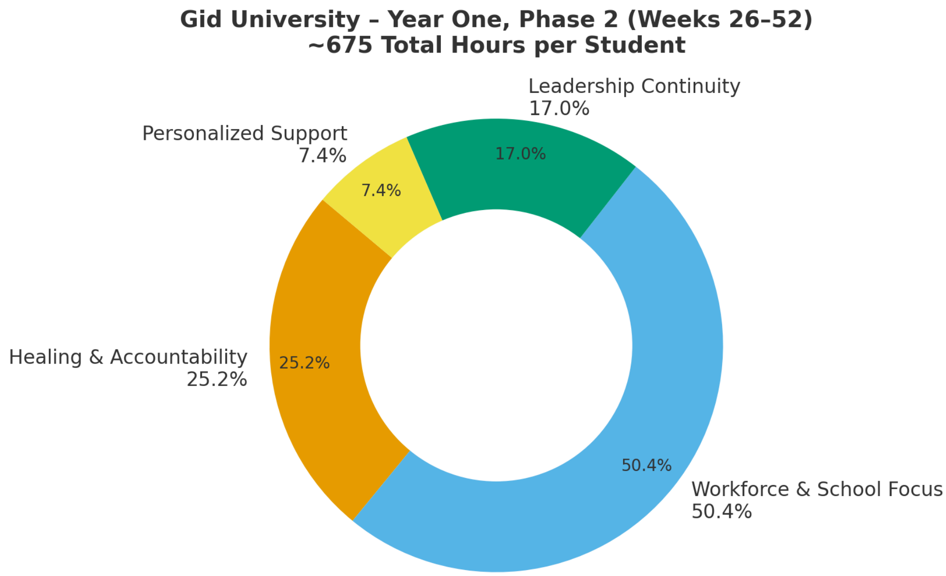
- **Service & Community Engagement:** Community Toolbox training shifts to coalition building, evaluation, and policy advocacy. Students lead service-learning projects and design public health campaigns to reach peers and families.

- **Workforce & Career Preparation:** Internships deepen with more responsibility, external job shadowing, and career placement in Tennessee's high-demand occupations. Youth refine resumes, practice interviews, and build professional portfolios.

- **Capstone Project:** Each student team designs, implements, and evaluates a major public health or service-leadership initiative. This project demonstrates their mastery of skills while strengthening personal, family, and community protective factors.

- **Credible Messenger Training:** Delivered as an intensive near the end of the year, equipping youth with mentorship and conflict resolution skills to guide others.

The year culminates with a **Capstone Showcase and Graduation**, where youth present their projects, portfolios, and transition plans to families, mentors, and community partners.



Phase 2 Outputs:

Healing & Accountability

- 12–13 **CBT group sessions** delivered (1.5 hrs biweekly)
- 25 **Restorative Circle sessions** facilitated (1 hr weekly)
- Ongoing **mentor/case manager check-ins** provided weekly/biweekly for all students
- At least one **monthly financial coaching session** completed for every student age 18+

Workforce & School Focus

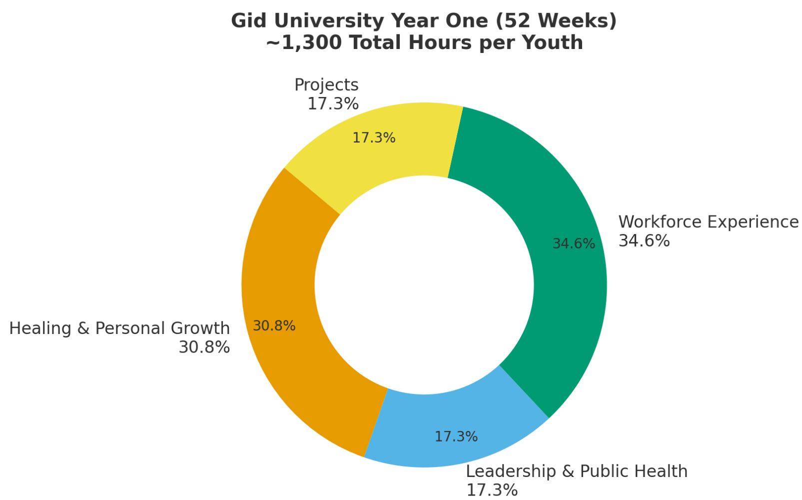
- All students placed in **paid workforce rotations or external placements** in Tennessee's high-demand sectors (e.g., healthcare, IT, logistics, advanced manufacturing, construction)
- Ongoing **academic support provided** to students enrolled in school to track progress toward graduation or transition to higher education/training
- Weekly **in-person mentor/ case management** sessions

Leadership Continuity

- At least 10 students trained and supported as **peer mentors or co-facilitators** for incoming cohorts
- 1–2 **Credible Messenger training intensives** delivered, preparing selected students to model nonviolence and mentor peers

Personalized Support Plans

- Every student receives a **midyear assessment** to identify needs and guide individualized support
- Tailored programming ensures students needing additional healing/skill development receive extra services, while those ready for work/school transition receive targeted guidance and accountability



Outcomes

1. **Improved coping and emotional regulation skills** among students, demonstrated through DBT/CBT participation and pre/post measures.

2. **Decreased pro-violence attitudes and increased conflict resolution skills**, shown through pre/post surveys and facilitator observation.

3. **Completion of key certifications** (AVP Basic/Advanced, Anger Management, Public Health Foundations), giving students recognized, stackable credentials.

4. **Increased school and workforce engagement**, with students maintaining or regaining enrollment and/or completing paid workforce rotations.

5. **Improved financial literacy and behaviors**, including budgeting, saving, and responsible money management.

6. **Reduced justice involvement and violent re-injury**, tracked through program data, self-report, and justice/health system records when available.

7. **High program satisfaction**, measured through student and family surveys and focus groups, ensuring continuous improvement and accountability.

Impact

For Youth:

- Increased emotion regulation, conflict resolution, and coping skills.
- Completion of at least **500 hours** of structured training and workforce experience (aligned with OJJDP dosage standards).
- One or more credentials in public health, credible messenger training, or service leadership.
- A professional resume, portfolio, and career/education transition plan (job placement, apprenticeship, college, or trade program).

For Families:

- Greater stability through wraparound case management, referrals, and supports.
- Strengthened family networks of care and communication.
- Youth contributions to household stability through stipends and wages.

For Communities:

- More youth leaders equipped to serve as public health advocates and credible messengers.
- Increased protective factors through youth-led service projects and health campaigns.

- Expanded pathways to opportunity, reducing isolation and exclusion for youth most at risk.

While this proposal covers one year of intensive programming, Gid University is designed as a two-year pathway. After completing the first year's healing, workforce, and leadership components, students may continue into Year Two for lighter, ongoing support. This phase focuses on accountability check-ins, mentorship, and workforce stability, ensuring that students remain connected as they transition fully into employment or higher education. Though not included in this funding request, Year Two demonstrates our commitment to long-term outcomes and sustainability beyond the life of the grant.

The goal of Year Two is not to duplicate the first year, but to **shift responsibility onto youth as leaders, mentors, and workers**. Students maintain their protective factors, deepen their financial and career readiness, and serve as credible messengers for peers. By the end of Year Two, participants have transitioned successfully into jobs, apprenticeships, or education programs, with a stronger sense of purpose, agency, and stability for both themselves and their families.

Budget Narrative

This $375,000 budget reflects our commitment to a public health approach to community violence prevention that invests directly in the people of North Nashville. All staff are either from the community or directly impacted by gun violence, making them credible messengers or violence survivors who are healing-centered leaders. Every staff member is also an instructor—teaching workshops, facilitating circles, and leading multi-level leadership development for youth and peers. Staff salaries are therefore not overhead but a direct investment in North Nashville, ensuring resources remain in and build the capacity of the community itself.

Personnel ($279,583)

Personnel is the largest category because our **staff are the intervention**. Each staff member is a mentor, instructor, and leader.

- **CEO/Program Directo ($38,623)**: Provides overall program oversight, ensures fidelity to restorative justice and public health models, and teaches leadership sessions and peacebuilding workshops. Due to limited funds, this grant will cover **30% of the Program Director's role**, ensuring that critical oversight, leadership teaching, and fidelity to restorative justice and public health models are sustained. This partial support reflects our commitment to care for the community and students while maximizing available resources.

- **Program Coordinator (Youth Leader, $71,563)**: A youth leader who supervises peers, helps coordinate enrollment, and co-leads service leadership programming. As an instructor, this coordinator facilitates circles and supports youth-led projects. This position is **fully dedicated to the program (100% FTE)** and is currently filled by a youth leader already doing the work.

- **Education & Workforce Development Coordinator ($73,443)**: Works alongside the Program Coordinator and the Credible Messenger & Public Health Coordinator to co-lead service leadership. This role also develops apprenticeship and workforce opportunities, teaching career readiness skills and connecting youth to meaningful employment pathways. The position is currently filled by a staff member who has successfully **built and coordinated the organization's programs since their inception**. At present, **100% of this role's time is dedicated to this project**, and if time allocation changes in the future, the funder will be notified immediately.

- **Credible Messenger & Public Health Coordinator ($54,640)**: A hands-on credible messenger who provides intensive mentoring and case management and teaches workshops in juvenile court, the jail, and community settings. He also co-coordinates public health projects and violence interruption efforts, making him both a frontline caseworker and an instructor. Although the position is not yet filled, it will be staffed at **100% commitment to this project**. It is designed as a **part-time role with high hours and flexibility**, allowing the Coordinator to remain responsive to crises and community needs while carrying the full scope of responsibilities.

- **Peer Mentors (2 part-time, $41,314)**: Violence-impacted youth leaders who are still in school and therefore contribute part-time in a limited capacity. They model leadership for their peers by facilitating circles and supporting workshops when available. This position is currently part time, 20-25 hours a week.

Justification: Personnel funding represents a direct community investment in North Nashville by compensating those closest to the problem as leaders of the solution. This structure also ensures multi-level leadership development, elevating youth leaders alongside seasoned credible messengers.

Benefits & Taxes ($68,394)

Includes employer taxes (FICA, Medicare, Unemployment), health insurance for eligible staff, and a modest 15% fringe for retirement and PTO. These benefits promote staff retention, wellness, and sustainability.

Professional Fees / Grants & Awards ($31,000)

- **Program Consulting ($15,000)**: Provides specialized guidance and evaluation to strengthen violence prevention strategy.
- **Bookkeeping ($10,000)**: Ensures fiscal transparency and compliance with funder requirements.
- **Admin Support stipend ($6,000)**: Provides part-time support for administrative tasks, freeing instructors to focus on direct youth work.

Supplies ($6,039)

Includes program and instructional materials for workshops, circles, and outreach, as well as a minor adjustment to balance the budget to exactly $375,000.

Travel / Conferences & Meetings ($10,000)

Supports staff participation in trainings, conferences, and peer exchanges to bring best practices back to North Nashville.

Specific Assistance to Individuals ($15,000)

Provides direct assistance to youth as needs arise, including clothing, school supplies, technology, transportation, and other essential supports. This ensures that barriers to participation are removed and youth have the resources they need to succeed.

Other Non-Personnel ($23,667)

- **Public Health Outreach ($15,667)**: Funds youth-directed community engagement activities, allowing participants to design and lead public health projects that spread prevention messages and promote healing.

- **Youth Outings & Activities ($8,000)**: Provides safe, positive experiences that build leadership skills, foster healthy relationships, and expose youth to new opportunities.

Job Description: Education & Workforce Development Coordinator – Gid University

Position Title: Education & Workforce Development Coordinator – Gid University
Reports To: Program Director, Gideon's Army
Employment Status: Full-Time (40 hours/week)

Position Summary

The Education & Workforce Development Coordinator is the **lead case management position** within Gid University, Gideon's Army's flagship workforce and service leadership academy. This role ensures that both youth and their families receive **holistic, 2-Generation (2Gen) support** that addresses educational progress, workforce readiness, and overall stability. The Coordinator develops and implements individualized case management plans, connects participants to resources, and ensures wraparound supports are in place to break cycles of violence and poverty.

Key Responsibilities

Case Management & Family Support

- Provide **holistic, trauma-informed case management** for youth and families, addressing education, employment, housing, health, and social-emotional needs.
- Develop individualized service plans that align with youth goals and family stability.
- Lead and coordinate all case management activities across Gid University, ensuring consistency and quality.
- Apply **2-Generation (2Gen) strategies**, supporting caregivers alongside youth participants.

Education & Workforce Pathways

- Connect youth to educational supports, tutoring, and postsecondary opportunities.
- Develop workforce pipelines, including internships, training, and employment partnerships.
- Collaborate with local employers, schools, and workforce agencies to expand opportunities for youth and families.

Data, Reporting & Accountability

- Collect and maintain detailed case notes, attendance records, sign-in sheets, and surveys.
- Track outcomes for youth and families in alignment with funder and organizational reporting requirements.
- Use data to assess needs, monitor progress, and continuously improve case management services.

Collaboration & Community Partnerships

- Work closely with the Program Coordinator and Peer Mentors to align case management with leadership training and public health efforts.
- Build partnerships with schools, workforce development agencies, housing organizations, and health providers.
- Represent Gideon's Army in collaborative initiatives focused on education, workforce, and family support.

Qualifications

- Lived experience as a violence-impacted or system-impacted individual.
- Minimum of 2–3 years of experience in case management, youth development, workforce development, or related fields.
- Strong knowledge of **2-Generation (2Gen) approaches**, trauma-informed care, and restorative practices.

- Ability to manage caseloads, maintain detailed records, and meet reporting deadlines.
- Strong communication, organization, and relationship-building skills.
- Commitment to Gideon's Army's mission of healing, transformation, and ending systemic violence.

Position Impact

Research shows that **two-generation (2Gen) programs**—which simultaneously support youth and their caregivers—can improve educational, economic, and social well-being across families while interrupting cycles of poverty and instability. By anchoring Gid University's work in 2Gen, this role ensures that case management serves both youth and their families holistically. This approach amplifies healing, economic resilience, and long-term opportunity, strengthening family stability and advancing community equity.

Job Description: Outreach & Public Health Coordinator – Credible Messenger

Position Title: Outreach & Public Health Coordinator – Credible Messenger
Reports To: Program Director
Employment Status: Part-Time (0.75 FTE, ~30 hours/week)

Position Summary

The Outreach & Public Health Coordinator – Credible Messenger is a hands-on frontline leader who combines intensive mentoring and case management with community-level public health work. This role builds authentic relationships with youth and families most impacted by violence, guiding them toward stability, healing, and opportunity. In addition, the Coordinator co-leads public health projects and violence interruption efforts, serving as both a caseworker and an instructor who teaches in community settings, juvenile court, and the jail.

Key Responsibilities

Case Management & Mentoring

- Provide **intensive one-on-one and family case management** to youth and caregivers impacted by violence.
- Build authentic, trust-based relationships as a **credible messenger**, modeling transformation and resilience.
- Connect participants to educational, workforce, and supportive services to address barriers and strengthen stability.
- Responds to student crises with a trauma-informed approach, providing immediate de-escalation, mentoring, and connection to supports.

Instruction & Facilitation

- Teach workshops in **juvenile court, jail, and community settings**, bringing lived experience and credibility to spaces where youth are often hardest to reach.
- Facilitate circles, leadership labs, and healing-centered discussions.
- Mentor Peer Mentors and youth leaders to build the next generation of credible messengers.

Public Health Coordination

- Co-coordinate youth-led public health projects, campaigns, and events that shift norms and reduce violence.
- Gather data on outreach and public health activities to support program evaluation and reporting.

Collaboration & Leadership

- Work closely with the Program Coordinator and Education & Workforce Development Coordinator to align case management, instruction, and public health work.
- Represent Gideon's Army in partnerships with schools, juvenile court, detention facilities, and community organizations.

Qualifications

- Lived experience as a credible messenger (justice-impacted, violence-impacted, or system-impacted) and a demonstrated commitment to transformation and community healing.
- Experience in mentoring, case management, or outreach work with youth and families.
- Ability to facilitate workshops and group sessions in community and justice system settings.
- Understanding of trauma-informed, healing-centered approaches to violence prevention.

- Strong collaboration, communication, and crisis-response skills.

Position Impact

The Outreach & Public Health Coordinator – Credible Messenger applies a research-informed credible messenger model proven to build trust and reduce violence. This role combines intensive case management and mentoring with a public health approach that treats violence as preventable. Grounded in trauma-informed, healing-centered practice, the Coordinator bridges individual support and community prevention efforts to strengthen youth, families, and neighborhoods.

Job Description: Program Coordinator

Position Title: Program Coordinator – Gid University
Reports To: Program Director, Gideon's Army
Employment Status: Full-Time (40 hours/week)
Compensation: [Insert salary + benefits package]

Position Summary

The Program Coordinator is the **lead staff member responsible for Gid University**, Gideon's Army's flagship workforce and service leadership academy for justice- and violence-impacted youth. The Coordinator manages all aspects of program operations, including youth cohorts, training, public health projects, and social enterprise initiatives. This role ensures participants receive consistent mentorship, leadership development, and workforce opportunities while maintaining strong community partnerships and effective program evaluation.

Key Responsibilities

Program Management & Leadership

- Coordinate daily operations of Gid University, including scheduling, youth cohorts, workshops, and service projects.
- Supervise Peer Mentors and youth leaders, providing coaching, accountability, and support.
- Lead the program design and implementation.

Youth Engagement & Mentorship

- Build authentic relationships with youth participants, modeling Gideon's Army values of transformation, leadership, and accountability.
- Oversee high-intensity cohorts of youth at elevated risk of violence involvement, ensuring individualized support and structured opportunities for growth.

- Apply 2-Generation (2Gen) family strategies, connecting youth and caregivers to housing, counseling, and workforce resources.

Data, Reporting & Evaluation

- Manage all program data collection, including sign-in sheets, surveys, attendance, and outcome tracking.
- Prepare progress reports for funders, leadership, and community partners.
- Use data to assess impact, identify gaps, and continuously improve program delivery.

Collaboration & Partnerships

- Represent Gid University in collaborations with schools, community organizations, and public health partners.
- Work closely with Gideon's Army leadership to align Gid University with broader organizational goals.
- Support integration of social enterprises (e.g., BlackOut North Café, Studio, and Market) as workforce training sites.

Qualifications

- Preferred: Graduate of Gid University full two year program.
- Must have lived experience (such as being violence-impacted or system-impacted) and a demonstrated commitment to positive transformation.
- Minimum of 2 years of experience in youth development, program coordination, or community-based leadership (professional or volunteer).
- Training in restorative justice, credible messenger practice, or trauma-informed care strongly preferred.
- Strong organizational, communication, and leadership skills.
- Ability to manage data systems, reporting requirements, and program evaluation.

- Commitment to Gideon's Army's mission of ending systemic violence through public health and community leadership.

Position Impact

The Program Coordinator ensures that Gid University is a **national model of youth leadership and violence prevention**. By combining program management, mentorship, and data-driven evaluation, the Coordinator guarantees that participants receive healing-centered support, workforce opportunities, and pathways to long-term stability. This role is central to preparing the next generation of credible messengers and community leaders while advancing Gideon’s Army’s mission of building safer, more resilient communities.

Job Description: Peer Mentor (Part-Time)

Position Title: Peer Mentor
Reports To: Program Coordinator, Gid University
Employment Status: Part-Time (20-25 hours/week)

Position Overview

The Peer Mentor serves as a Credible Messenger (in training), drawing from lived experience to guide and support justice- and violence-impacted youth in Gid University. Peer Mentors model positive transformation, resilience, and leadership, demonstrating what it looks like to turn personal challenges into purpose. In this part-time role, Peer Mentors provide consistent mentorship, facilitate healing-centered practices, and reinforce the values of accountability, growth, and community responsibility.

Key Responsibilities

Youth Mentorship & Credible Messenger Practice

- Build authentic, trusting relationships with youth participants, serving as a relatable role model who demonstrates change and resilience.
- Mentor youth by sharing lived experience in a way that inspires, encourages, and holds participants accountable to their goals.
- Facilitate restorative circles, peer support groups, and one-on-one check-ins that promote healing, leadership, and conflict resolution.
- Uphold the Credible Messenger framework by modeling credibility, consistency, and commitment to positive transformation.

Program Engagement

- Support Gid University programming, including workshops, trainings, and service projects.

- Encourage and motivate participant attendance, engagement, and follow-through.
- Assist youth and families in connecting to resources such as education, employment, counseling, and housing supports.

Data & Accountability

- Document participation using sign-in sheets, surveys, and activity logs.
- Report regularly to the Program Coordinator on youth progress, needs, and successes.
- Participate in team meetings, supervision, and required trainings.

Qualifications

- **Must have completed at least one year of Gid University** before becoming a Peer Mentor. Must have lived experience with the justice system, violence, or similar challenges, and demonstrate positive transformation.
- Commitment to the Credible Messenger model, with a willingness to grow into a certified Credible Messenger role.
- Prior experience mentoring or working with youth ages 14–24 preferred.
- Training in restorative justice, conflict de-escalation, or Alternatives to Violence (AVP) is a plus.
- Strong communication, empathy, and accountability skills.
- Ability to maintain confidentiality and appropriate boundaries.
- Cultural Humility & Community Awareness
- Reliability & Professionalism

Position Impact

Research shows that **peer-to-peer mentorship** increases youth engagement, resilience, and accountability. As Credible Messengers in training, Peer Mentors use their lived experience to guide others while also growing as leaders themselves. This dual impact helps break cycles of violence and builds safer, more connected communities.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance

April 7, 2025

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

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

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements
By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

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

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

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

Signature of Authorized Representative
Name: Rasheedat Fetuga
Title: Founder/President
Agency Name: Gideon's Army Grassroots Army for Children
Date: 06/30/2025

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement

March 6, 2025

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: Non-Profit Grant Resources
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative
Name: Rasheedat Fetuga
Title: Founder/President
Agency Name: Gideon's Army Grassroots Army for Children
Date: 06/30/2025

Attachment E

DEPARTMENT OF THE TREASURY

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

Date: JUL 27 2017

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
600 28TH AVENUE NORTH
NASHVILLE, TN 37209-0000

Employer Identification Number:
82-1741628
DLN:
26053605004227
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 27, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

000891098

CHARTER
NONPROFIT CORPORATION

SS-4418

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

Tre Hargett
Secretary of State

For Office Use Only

-FILED-

Control # 000891098

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

1. The name of the corporation is: Gideon's Army Grassroots Army for Children

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
RASHEEDAT FETUGA
RASHEEDAT FETUGA
600 28TH AVE N
NASHVILLE, TN 37209-4003
DAVIDSON COUNTY

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

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

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☑ public benefit corporation / ☐ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☑ have members / ☐ not have members.

9. The complete address of its principal office is:
RASHEEDAT FETUGA
600 28TH AVE N
NASHVILLE, TN 37209-4003
DAVIDSON COUNTY

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

CHARTER
NONPROFIT CORPORATION

SS-4418

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

Tre Hargett
Secretary of State

For Office Use Only

-FILED-

Control # 000891098

The name of the corporation is: Gideon's Army Grassroots Army for Children

10. The complete mailing address of the entity (if different from the principal office) is:

RASHEEDAT FETUGA
600 28TH AVE N
NASHVILLE, TN 37209-4003

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

Title	Name	Business Address	City, State, Zip
Incorporator	Rasheedat Fetuga	600 28TH AVE N	NASHVILLE, TENNESSEE (TN)

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

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

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

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

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, all assets will be distributed to another nonprofit organization with a similar purpose.

14. Other Provisions:

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

Electronic
Signature

Incorporator
Title/Signer's Capacity

Rasheedat Fetuga
Printed Name

Feb 27, 2017 5:36PM
Date

B0353-5135 02/27/2017 5:36 PM Received by Tennessee Secretary of State Tre Hargett

Details ×

GIDEON'S ARMY GRASSROOTS ARMY FOR CHILDREN

3711 HYDES FERRY ROAD NASHVILLE TN 37218

RASHEEDAT FETUGA

(615) 578-6510

gideonsarmyunited.org

Status: Active

CO Number: CO37611

Registration Date: 02/24/2020

Renewal Date: 12/31/2026

Purpose

We meet the kids where they are, in the schools and in their community, using a revolutionary Restorative Justice model to help decrease gun violence and homicides, increase community safety and provide deep caring for those who have been harmed by violence while also facilitating both accountability and healing for those who have caused harm.

Financials (10)

Fiscal Year End	Total Revenue
06/30/2025	$293,442.00
06/30/2024	$499,879.00
06/30/2023	$369,254.00
06/30/2022	$818,842.00
06/30/2021	$2,191,152.00

Details	CO37611	GRASSROOTS ARMY FOR CHILDREN		Active	LE	TN	2/24/2020
Details	CO53030	GIDEON'S PROMISE, INC.		Active	ATLANTA	GA	3/31/2025

10 items per page 1 - 3 of 3 items

Secretary of State Tre Hargett

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

Details ×

GIDEON'S ARMY GRASSROOTS ARMY FOR CHILDREN

3711 HYDES FERRY ROAD NASHVILLE TN 37218
RASHEEDAT FETUGA
(615) 578-6510
gideonsarmyunited.org

Status: Active

CO Number: CO37611

Registration Date: 02/24/2020

Renewal Date: 12/31/2026

Purpose

We meet the kids where they are, in the schools and in their community, using a revolutionary Restorative Justice model to help decrease gun violence and homicides, increase community safety and provide deep caring for those who have been harmed by violence while also facilitating both accountability and healing for those who have caused harm.

Financials (10)

Fiscal Year End	Total Revenue
06/30/2025	$293,442.00
06/30/2024	$499,879.00
06/30/2023	$369,254.00
06/30/2022	$818,842.00
06/30/2021	$2,191,152.00

Elections
Human Resources
Library & Archives
Publications
Records Management

LINKS

Tennessee General Assembly
Bureau of Ethics and Campaign Finance
Tennessee Code Unannotated
State Comptroller
State Treasurer
Title VI Information
Public Records Policy and Records Request Form

Tennessee Secretary of State

Details ×

GIDEON'S ARMY GRASSROOTS ARMY FOR CHILDREN

3711 HYDES FERRY ROAD NASHVILLE TN 37218
RASHEEDAT FETUGA
(615) 578-6510
gideonsarmyunited.org
Status: Active
CO Number: CO37611
Registration Date: 02/24/2020
Renewal Date: 12/31/2026

Purpose

We meet the kids where they are, in the schools and in their community, using a revolutionary Restorative Justice model to help decrease gun violence and homicides, increase community safety and provide deep caring for those who have been harmed by violence while also facilitating both accountability and healing for those who have caused harm.

Financials (10)

Fiscal Year End	Total Revenue
06/30/2025	$293,442.00
06/30/2024	$499,879.00
06/30/2023	$369,254.00
06/30/2022	$818,842.00
06/30/2021	$2,191,152.00

GIDEON’S ARMY GRASSROOTS ARMY FOR CHILDREN

Entity Type: Nonprofit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Religious Type: Non-Religious
Benefit Type: Public Benefit Corporation

Status: Active
Control Number: 000891098
Initial Filing Date: 2/27/2017 5:36:59 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2026

Registered Agent
GIDEON’S ARMY GRASSROOTS ARMY FOR CHILDREN
1804 14th Ave N
Nashville, TN 37208

Principal Office Address
1804 14th Ave N
Nashville, TN 37208

Mailing Address
PO BOX 280867
NASHVILLE, TN 37228-0867

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

History (17)

Type	Date	Tracking Number	Change History
2024 Annual Report for GIDEON’S ARMY GRASSROOTS ARMY FOR CHILDREN	3/27/2025 8:52:17 AM	B2025147055	○ Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026 ○ Principal Address changed from: 600 28TH AVE N, NASHVILLE, TN, 37209-4003, DAVIDSON USA to: 1804 14th Ave N, Nashville, TN, 37208, Davidson USA ○ Registered Agent changed from: RASHEEDAT FETUGA 600 28TH AV N NASHVILLE, TN 37209 to: GIDEON’S ARMY GRASSROOTS ARM FOR CHILDREN 1804 14th Ave N Nashville, TN 37208 ○ Officers Changed ○ NAICS changed
2023 Annual Report for Gideon’s Army Grassroots Army for Children	1/30/2024 10:28:29 AM	B1500-9730	
2022 Annual Report for Gideon’s Army Grassroots Army for Children	2/14/2023 2:14:43 PM	B1338-2027	
2021 Annual Report for Gideon’s Army Grassroots Army for Children	12/1/2021 6:49:38 AM	B1127-6187	

2020 Annual Report for Gideon's Army Grassroots Army for Children	3/10/2021 12:03:30 PM	B0994-4807	
2019 Annual Report for Gideon's Army Grassroots Army for Children	9/22/2020 2:36:08 PM	B0923-9845	
Notice of Determination for Gideon's Army Grassroots Army for Children	8/1/2020 1:40:36 AM	B0901-2593	
System Amendment for Gideon's Army Grassroots Army for Children	4/14/2020 1:40:34 AM		
2018 Annual Report for Gideon's Army Grassroots Army for Children	7/16/2019 3:49:28 PM	B0735-6171	
Notice of Determination for Gideon's Army Grassroots Army for Children	6/1/2019 1:40:20 AM	B0715-2714	
System Amendment for Gideon's Army Grassroots Army for Children	4/4/2019 1:40:32 AM		
Application for Reinstatement for Gideon's Army Grassroots Army for Children	8/28/2018 3:34:33 PM	B0588-7598	○ Filing Status changed from: Inactive - Dissolved (Administrative) to: ACTIVE ○ Inactive Date changed from: 08/08/2018 to: No Value
2017 Annual Report for Gideon's Army Grassroots Army for Children	8/28/2018 3:15:29 PM	B0588-7554	
Dissolution/Revocation - Administrative for Gideon's Army Grassroots Army for Children	8/8/2018 1:40:21 AM	B0582-7135	○ Filing Status changed from: Active to: Inactive - Dissolved (Administrative) ○ Inactive Date changed from: No Value to: 08/08/2018
Notice of Determination for Gideon's Army Grassroots Army for Children	6/1/2018 1:40:25 AM	B0556-6932	
System Amendment for Gideon's Army Grassroots Army for Children	4/6/2018 1:40:41 AM		

Initial Filing for Gideon's Army Grassroots Army for Children	2/27/2017 5:36:59 PM	B0353-5134	

c G

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
INDEPENDENT AUDITOR'S REPORT
AND FINANCIAL STATEMENTS

FOR THE YEAR ENDED
JUNE 30, 2025

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
INDEPENDENT AUDITOR'S REPORT
AND FINANCIAL STATEMENTS
TABLE OF CONTENTS

HOSKINS & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS
1900 Church Street, Suite 200 Nashville, TN 37203
phone 615.321.7333 *fax* 615.523.1868

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Gideons Army Grassroots Army for Children
1804 14TH Avenue N
Nashville, TN 37208

Opinion

We have audited the accompanying financial statements of Gideons Army Grassroots Army for Children (a nonprofit organization), which comprise the statement of financial position as of June 30, 2025, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gideons Army Grassroots Army for Children as of June 30, 2025, and the changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gideons Army Grassroots Army for Children and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and 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 aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Gideons Army Grassroots Army for Children internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Gideons Army Grassroots Army for Children '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.

Hoskins & Company

Hoskins & Company
Nashville, Tennessee
September 9, 2025

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2025

Assets	
Current assets	
Cash and cash equivalents	$ 110,882
Accounts receivable	45,000
Construction in Progress (Note 3)	133,276
Total current assets	289,158
Noncurrent assets	
Property and Equipment	
Buildings and improvements	375,000
Store Equipment	100,640
Vehicles	10,185
Total Property and Equipment	485,825
Less Accumulated Depreciation	(110,048)
Total noncurrent assets	375,777
Total assets	$ 664,935
Liabilities and Net assets	
Current liabilities	
Accounts payable	$ 5,258
Accrued payroll	2,487
Total current liabilities	7,745
Net Assets	
Net Assets Without Donor Restrictions	657,190
Net Assets With Donor Restrictions	-
Total Net assets	657,190
Total liabilities and net assets	$ 664,935

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

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues and support			
Awards and grants	$ 189,440	$ -	$ 189,440
Capital donations	20,000	-	20,000
Charitable donations	13,736	-	13,736
Online donations	65,099	-	65,099
Interest income	5,167	-	5,167
Net assets released from restriction	-	-	-
Total revenues and support	293,442	-	293,442
Expenses			
Program expenses	455,462	-	455,462
Management and general expenses	18,256	-	18,256
Fundraising expenses	-	-	-
Total expenses	473,718	-	473,718
Change in net assets	(180,276)	-	(180,276)
Net assets at beginning of fiscal year	837,466	-	837,466
Net assets at end of fiscal year	$ 657,190	$ -	$ 657,190

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

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUE 30, 2025

	Program Expenses	Management and General	Fundraising Expenses	Total
Accounting	$ 31,280	$ 2,720	$ -	$ 34,000
Advertising	1,857	162	-	2,019
Automobile expenses	1,014	88	-	1,102
Communications and information technology	10,534	916	-	11,450
Consulting	39,158	3,405	-	42,563
Credit card processing fees	-	1,115	-	1,115
Depreciation	23,584	-	-	23,584
Dues and subscriptions	5,496	478	-	5,974
Grant writing	6,000	-	-	6,000
Insurance	2,411	210	-	2,621
Licenses and permits	535	47	-	582
Meals	3,000	261	-	3,261
Other expenses	5,430	472	-	5,902
Payroll taxes	19,564	-	-	19,564
Program supplies	12,409	1,079	-	13,488
Rent	6,455	561	-	7,016
Salaries and wages	255,313	-	-	255,313
Specific assistance	26,904	-	-	26,904
Property taxes	-	6,350	-	6,350
Transportation	4,517	393		4,910
Total Expenses	$ 455,462	$ 18,256	$ -	$ 473,718

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

GIDEONS ARMY GRASSROOTS ARMY FOR CHILDREN
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

Cash flows from operating activities	
Change in net assets	$(180,276)
Adjustments to reconcile change in net assets to net cash	
Depreciation	23,584
Increase in accounts payable	2,783
Decrease in accrued liabilities	(1,916)
Decrease in payroll liabilities	(2,734)
Net cash provided by (used in) operating activities	(158,559)
Cash flows from investing activities	
Cost related to construction in progress	(54,253)
Purchase of vehicles	(8,500)
Realized gain on disposal of vehicle	(224)
Net cash provided by (used in) investing activities	(62,977)
Cash flows from financing activities	
Net cash used in financing activities	-
Net change in cash and cash equivalents	(221,536)
Cash and cash equivalents, beginning of fiscal year	332,418
Cash and cash equivalents, end of fiscal year	$ 110,882

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

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

Nature of Organization

Gideons Army is a community-based, grassroots organization established on February 27, 2017, that uses restorative justice programs to dismantle the school-to-prison pipeline through social activism by children, families, and the community. The programs address school-push-out, youth violence, policing, and juvenile justice.

Basis of Presentation

The financial statements have been prepared on an accrual basis of accounting and accordingly revenue is recognized when earned, support and promises to give are recognized when received and expenses are recorded when incurred.

The financial statement presentation follows the recommendations of the Financial Accounting Standard Board's Accounting Standard Codification 958 (FASB ASC 958) financial statements of not-for-profit Organizations. Under FASB ASC 958, Gideons Army is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Financial position and activities are classified based on the existence or absence of donor restrictions as follows:

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

> Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.
>
> Net Assets With Donor Restrictions – We report contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Cash and cash equivalents

Cash in banks and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, are considered cash and cash equivalents. Cash and highly liquid financial instruments are restricted to program expenses.

Receivables and Credit Policies

Accounts receivable consists primarily of noninterest-bearing amounts due from contributors. Gideons Army determines the allowance for uncollectable accounts receivable based on historical experience, an assessment of

NOTE 1--- NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

economic conditions, and a review of subsequent collections. No allowance for uncollectable accounts is necessary as of June 30, 2025.

Property and Equipment

Gideons Army capitalizes property and equipment additions over $5,000 at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 39 years, or in the case of leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization is removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

Depreciation expense for the year ended June 30, 2025, was $23,584.

Revenue and Revenue Recognition

Gideons Army recognizes contributions when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

Donated Services

Gideons Army benefits from the efforts of over 150 volunteers who contribute their time in various capacities, including administrative and client assistance. While these services do not meet the criteria for recognition in the financial statements, management estimates that volunteers contributed over 10,000 hours during the year. Gideons Army is deeply grateful for the invaluable support provided by its volunteers.

Advertising Costs

Gideons Army incurred and recorded advertising expense $2,019 during the fiscal year ended 2025 to announce program activities available and to make the public aware of its programs. None of the expenses are considered direct-response advertising costs.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The expenses that are allocated include occupancy, depreciation, insurance, and interest, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, which are allocated based on estimates of time and effort.

Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 1--- NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Instruments and Credit Risk

Gideons Army manages deposit concentration risk by placing cash, money market accounts, and certificates of deposit with financial institutions believed by us to be creditworthy. Insured accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. As of June 30, 2025, there were no accounts in excess of FDIC insurance limits. To date, Gideons Army has not experienced losses in any of these accounts.

Credit risk associated with accounts receivable and promises to give is limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies, public agencies, and foundations supportive of our mission.

Compensated Absences

Gideon’s Army does not offer compensated absences as a benefit to employees. No accrual is therefore needed on June 30, 2025.

NOTE 2--- LIQUIDITY AND AVAILABILITY OF RESOURCES

Gideons Army had financial assets available for general expenditure within one year of the statement of financial position date are as follows as of June 30:

Cash and cash equivalents	$ 110,882
Contributions receivables	45,000
Financial assets at year end	155,882
Less those unavailable for general expenditures within one year, due to:	-
Financial assets available to meet cash needs for general expenditures within one year	$ 155,882

As part of Gideons Army’s liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs, Gideons Army has sufficient equity in the building owned to establish a short-term loan or line of credit. The available assets substantially cover the average expenditure for two months. Therefore, Gideons Army can conduct its activities at a similar level for at least two months during a revenues decline. None of its Cash is restricted for any other activities as of June 30, 2025.

NOTE 3---CONSTRUCTION IN PROGRESS

As of June 30, 2025, Gideons Army has capitalized costs related to building improvements for the development of the Market and Café. These improvements are part of a strategic initiative to enhance generating revenues and provide a resource for the local community.

NOTE 3---CONSTRUCTION IN PROGRESS (continued)

Construction in progress related to the Market and Café includes architectural design, permitting, site preparation, and initial build-out costs. The total capitalized amount as of June 30, 2025, is $133,276. The project is expected to be completed and placed into service in September 2025.

Upon completion, the costs will be reclassified from construction in progress to building improvements under property, plant, and equipment and depreciated over the estimated useful life of the assets.

No impairment indicators were identified as of the reporting date.

NOTE 4--- COMMITMENTS AND CONTINGENCIES

Gideons Army receives funding from local private agencies for various activities which are subject to review by the contributor. Although such reviews may result in disallowance of certain expenditures, which Gideon Army would absorb, in our opinion, the ultimate outcome of such reviews would not have a significant effect on the financial position, changes in net assets, or cash flows of Gideons Army.

NOTE 5--- CONCENTRATION OF RISKS

Gideons Army operates a single located in Nashville, Tennessee. Approximately 65% of Gideons Army revenues are received from four (4) contributors. Any discontinuance of funding from these source changes could significantly impact Gideons Army's ability to fulfill its mission.

Management continues to monitor these risks and has implemented contingency planning, including donor diversification efforts and facility insurance coverage, to mitigate potential adverse effects.

NOTE 6--- OPERATING LEASES

Gideons Army leases office space on a month-to-month basis to support the operations of its nonprofit initiative. The lease agreement does not contain a fixed term and may be terminated by either party with appropriate notice.

Monthly lease payments are $566, and total lease expense recognized for the period ending June 30, 2025, was $6,792. Because the lease is cancellable at any time, it is not recorded as a right-of-use asset or lease liability under ASC 842.

The leased space is used for administrative functions, community outreach coordination, and program development activities aligned with the mission of Gideon Army.

NOTE 7-– SUBSEQUENT EVENTS

We evaluated subsequent events through September 9, 2025, which is the date the financial statements were available to be issued.

GIDEARM-01 GBROWN71

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2026

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

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

PRODUCER License # 1298 Hub International Mid-South 3011 Armory Drive Suite 250 Nashville, TN 37204	CONTACT NAME: PHONE (A/C, No, Ext): (615) 383-9761 FAX (A/C, No): (615) 383-4628 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED Gideons Army Grassroots Army for Children 600 28th Ave N Nashville, TN 37209	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2729457	12/3/2025	12/3/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2729457	12/3/2025	12/3/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Sexual Physical Abus			PHPK2729457	12/3/2025	12/3/2026	Aggregate	1,000,000
A	Professional Liab			PHPK2729457	12/3/2025	12/3/2026	Each Incident	1,000,000

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

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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

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

PRODUCER

Dustin Rodgers(6629307)
1984 Providence Pkwy Ste 202A
Mt Juliet TN 37122

CONTACT NAME: Dustin Rodgers
PHONE (A/C, NO, EXT): 615-562-5100
FAX (A/C, NO): 615-369-8699
E-MAIL ADDRESS: drodgers1@farmersagent.com

INSURED

Gideons Army Grassroots Army for Children
dba Gideons Army
600 28th Ave N
Nashville TN 37208

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:	Fire Insurance Exchange	21660
INSURER E:	Progressive Insurance Company	10067
INSURER F:	AmGuard Insurance Company	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PROJECT; LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41-21873-25315-393797	10/30/2025	10/30/2026	X PER STATUTE; OTHER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Metro Public Health Department
Attn: Anidolee Melville-Chester
2500 Charlotte Avenue
Nashville TN 37209

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: Dustin Rodgers

GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
SOUTHERN WORD, INC.

This Grant Contract issued and entered into pursuant to Resolution RS2026- by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Southern Word, Inc. ("Recipient"), is for the provision of the Community Safety programs, as further defined in the "SCOPE OF PROGRAM" and detailed in this Grant Contract. Attachments A through G are incorporated herein by reference.

A. **SCOPE OF PROGRAM:**

A.1. The Recipient will provide 400 post-secondary and out of school students between the ages of 11- to 24-year-olds with writing, presentation and school based mentorship to reduce and mitigate violence in the North Nashville Community. This will be accomplished by twelve (12) weeks of projects with music and writing skills, as well as twelve (12) weeks of personal development.

The Recipient will structure the program the following way:

a. Music and Writing Skills
- Week 1 - Concepting, telling their story, identifying powerful source material; writing a hook
- Week 2 - Naming your album, developing stories for the public; using your voice on a mic
- Week 3 - Developing a sound that fits with your story, cohesive beat selection
- Week 4 - Completing your first track; writing a chorus
- Week 5 - Collaboration, new opportunities for inspiration; wordplay
- Week 6 - Learning the story of "them"; figurative language 1
- Week 7 - Completing your second track; receiving feedback and revising
- Week 8 - Preparing for interviews; figurative language 2
- Week 9 - Distribution and promotion; critical listening
- Week 10 - Competing your third track; talking about the mix
- Week 11 - Facing the future–What's Next? Rehearsing, memorizing, preparing for big moments
- Week 12 - Listening session – survey – post assessment.

b. Personal Development
- Week 1 - Studio etiquette / 3 Personal goals
- Week 2 - Interacting with producers / Representing yourself at spotlight moments
- Week 3 - Punctuality / Managing anxiety
- Week 4 - Networking / Making good choices
- Week 5 - Respect of different people – putting ego aside / Building your bridges and resources
- Week 6 - Repairing relationships / Reconnecting with people - family you need to be around
- Week 7 - Cultural differences – conflict management – navigating power
- Week 8 - How to wrap up – how to finish / 3 Personal goals revisited – how to transition
- Week 9 - Identifying your artistic community / identifying your personal community
- Week 10 - How to get closer intentionally to your artistic goals / To your personal goals
- Week 11 - Interviews – tell your artistic story / Tell your story outside of music

- Week 12 - Revisiting artistic and personal goals.

The program success will be measured by:

a. Data tracking partnership with the Juvenile Justice Center under number of youth offenses during the program cycle.
b. Pre & post test surveys to assess social and emotional development, connectedness, belonging and communication skills
c. Utilization of an external evaluator to assist with the design implementation evaluation and quality improvement of youth development strategies and interventions.

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

A.3. The Recipient must comply with all monthly reporting requirements. Recipient must submit monthly reports that contain the following:

- Number of clients served;
- Frequency of services provided;
- Sign in sheets with dates and times of services or meetings;
- Other data as requested.

A.4. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed One hundred fifty thousand dollars ($150,000). 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 agreement, this amount will constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

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

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

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

Final invoices for the contract period should be received within thirty (30) days of the end of the Grant Contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.

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

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

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

D. **STANDARD TERMS AND CONDITIONS**:

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

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

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

D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.

(a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

(b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

D.6. **Subcontracting.** The Recipient shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subGrantee, the Recipient will be considered the prime Recipient and will be responsible for all work performed.

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

D.8. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the <u>Metro Non-profit Grants Manual.</u> The financial statements must be prepared in accordance with generally accepted accounting principles.

D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.11. **Reporting.** The Recipient must submit a <u>Final Program Report</u>, to be received by Metro Public Health Department, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.15. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. **Indemnification and Hold Harmless.**

a. Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent Grantees, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent Grantees, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

D.17. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify

Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.

D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.22. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.23. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

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

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

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

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

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

Metro

For contract-related matters:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
Holly.Rice@nashville.gov

For inquiries regarding invoices:
Metro Public Health Department
2500 Charlotte Avenue
Nashville, TN 37209
Nancy.Uribe@nashville.gov

Recipient

Southern Word, Inc.
Executive Director
1704 Charlotte Ave
Suite 200
Nashville, TN 37203

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

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

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

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

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

a. Recipient certifies that Recipient, and its current and future principals:

i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;

ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;

iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

iv. are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Sections D.29(a)(ii) and D.29(a)(iii) of this certification.

b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its accompanying regulations.

a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.

b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not “protected health information” as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

Signature page follows.

Recipient: Southern Word, Inc.

By: ___________________________

Title: ___________________________

Sworn to and subscribed to before me, a Notary Public this ________________________ day of __________________________, 2026, by ______________________________, the ____________________________________ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: ___________________________

My Commission Expires: ______________

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department — Date

Chair, Board of Health — Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance — Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services — Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney — Date

FILED:

Metropolitan Clerk — Date

Table of Contents of Attachments:

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

ATTACHMENT A

GRANT BUDGET

(BUDGET PAGE 1)

Southern Word

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries[2]	$25,000.00	$0.00	$25,000.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$115,600.00	$0.00	$115,600.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$ 2,370.00	$0.00	$2,370.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (5% of S&B)	$7,030.00	$0.00	$7,030.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$150,000.00	$0.00	$150,000.00

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

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

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

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES							AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus		
Benjamin Smith, Executive Director, Project Direction	70000	x	10%	+		$	7,000.00
Alita Gay, Program Manager	60000	x	20%	+		$	12,000.00
Amber McCullouch, Project Support	60000	x	10%	+		$	6,000.00
ROUNDED TOTAL						$	25,000.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Writer or music mentor evaluation sessions	$10,000.00
writer/performance mentor coordination hours	$25,600.00
writer/performance mentor studio sessions	$27,000.00
music production mentor studio sessions	$27,000.00
school based writer/music sessions	$21,000.00
Dr Carol Nixon, program assessment	$5,000.00
ROUNDED TOTAL	$115,600.00

TRAVEL/ CONFERENCES & MEETINGS		AMOUNT
3 annual youth conferences/events	$	2,370.00
ROUNDED TOTAL	$	2,370.00

SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT
ROUNDED TOTAL	$	-

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden @nashville.gov by 4:29 pm on September 13, 2024.

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET (Application Part A)

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

Literacy: _ Restorative Justice_	Domestic Violence: Workshops/Seminars	Community Service: After School Program	Afterschool Programs: _____ Community Violence Prevention_ X _ Group Violence_____ Outreach and Education_____ Special Assistance to Inviduals _

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: _____	An Existing Program: _____	An Expansion of Existing Program: _	X

APPLICANT INFORMATION

Legal name of Applicant (Agency):			
Contact Person Name:	Benjamin Smith	Title:	Executive Director
Contact Person Phone:	615-686-5456	Email Address:	benjamin@southernword.org
Agency CEO Name:	Benjamin Smith	Title:	Executive Director
Agency CEO Phone:	615-686-5456	Email Address:	info@southernword.org

AGENCY'S MAIN OFFICE

Complete Address: 1704 Charlotte Ave., Suite 200 Nashville, TN 37203		
Phone: 615-686-5456	Fax:	Website: www.southernword.org

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ▶ *(See Note Below)	$759,000	Amount of current FY25 CSF grant or direct appropriation (if applicable):	$0
Total FY25 CSF Request ▶ (round to nearest $100)		Agency's Fiscal Year Start Date (Month/Day)	
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ▶	$150,000	(Leave Blank)	

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

Source: Metro Arts Operating - $39,569 – Thrive Fiscal Agent - $18,206	Amount: $ $57,775
Source: MNPS School Programs	Amount: $ $163,900
Source: GEAR-UP (sunsets summer 2025)	Amount: $ $90,500

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

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

SIGNATURES

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

Signature of Authorized Official: [signature] Date: 5/8/25

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

Additional Metro Funding Source:	Juvenile Justice Center – Gang Resistance Program	Amount: $	$30,000

1. Executive Summary (0 Points)

- What target population will you serve?

Southern Word will serve high school and post-secondary youth between the ages of 11 and 24 during school hours and out-of-school hours who have the highest potential for causing harm through violent activities in Davidson County. We will have a primary focus on youth between the ages of 11 and 18, and a secondary focus on youth 18 to 24 so we may continue to support young people who are aging out of state custody, discontinuing or graduating from high school without clear post-secondary educational plans, and/or developing as future mentors and positive role models for the community. 50 to 60% of services will be delivered to the North Nashville community with an emphasis on supporting schools and residents in the portions of zip codes 37208, 37207, 37218, 37189, and 37209 where incidents of violence are greatest.

- What services are you going to provide/deliver with this funding?

Southern Word will move upstream from programming we are currently conducting with the Gang Intervention and Resistance Program (GRIP) and in the Juvenile Detention Center with the Juvenile Justice Center. This includes:

  - The Studio Experience which connects young people with both studio access and the necessary writing and music mentors for them to develop their writing and presentation skills, process the world they experience, receive guidance from a trusted adult, and build networks for more positive pathways. We will expand this program to make it available to all justice-involved youth and youth involved in disciplinary action at MNPS.
  - Mentor support for schools interested in more personalized attention for their highest need youth. This includes classroom workshops, small group sessions, and individualized coaching in writing and music production. We will focus on schools with the highest percentage of youth facing chronic absenteeism or behavioral discipline with an emphasis on Johnson Alternative, Bass Alternative, Pearl-Cohn, Maplewood, Overton, and Stratford High Schools.

- How will the community benefit from these services?
  - Davidson County will activate a highly effective and highly experienced team to reduce violence and harm in Nashville's most impacted schools and communities. New music activities, spaces, networks, and communities will emerge that will include and welcome young people who have been marginalized from or not had access to these options and opportunities up to this point. This will be a new, extended support network for engaged youth who are working to redirect their lives towards more prosocial behaviors and sustainable lives.

2. Capacity of the Applicant and Relevant Organizational Experience (10 points).

- Describe your Agency's mission.

Through the literary and performing arts, Southern Word offers creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities. We are committed to providing youth, especially in under-served communities, with as many opportunities as possible to develop and publicly present their voices both live and in print, video, audio and digital media.

In order to achieve this goal, Southern Word develops, places, and supports writer and music mentors in schools and community-based organizations.

- Length of time/history providing services to the population and the issue described in the selected Service Category.

Southern Word (SW) serves more than 6,500 young people each year in 8 Tennessee counties. We started delivering creative writing, poetry, and rap workshops to youth in the Davidson County Juvenile Detention Center and for in-patient adolescents at Vanderbilt Behavioral Health during the 2009 – 2010 school year. We expanded to music production workshops in the Juvenile Detention Center in 2017.

We launched The Studio Experience program in 2023 as a space for youth emerging from the Juvenile Detention Center to continue to pursue their musical interest, develop their skills, and build new communities and pathways for themselves. The Juvenile Justice Center adopted the program as part of their Gang Resistance and Intervention Program (GRIP) in February of this year as part of a three-year grant cycle.

SW's school-based programs began with writer residencies in 2008, expanded to include music production programs in 2011, and currently serves youth in comprehensive, magnet, charter, and alternative schools. SW has been the leading provider of music mentors for the Nashville Public Library's Studio NPL at branches across Nashville, including the audio production suite at the downtown location.

For the purposes of this grant, SW has experience delivering programs to Stratford, Maplewood, Antioch, Cane Ridge, Lawson, Pearl-Cohn, Overton, Glencliff, McGavock, and Johnson Alternative High Schools. We expanded the presence of music production mentors in schools in partnership with Save the Music Foundation; beginning with Overton, Stratford, and Antioch High Schools in 2022. Johnson Alternative has hosted both writing and music mentors in their classrooms throughout this school year. SW has the necessary relationships at the school and district level to successfully execute this proposal.

- Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.

Mentor Breion Terrence Eugene Dixon has served as a SW mentor in the Davidson County Juvenile Detention Center and the post-detention Studio Experience for the past two years. He has been instrumental in developing and expanding this program in the community. The Nashville native and TSU alumnus has amassed hundreds of thousands of views collectively with his music videos as a leading, local rap artist. He has worked with Centerstone and MNPS as a Behavior Coach for middle and high school students labeled as high-risk.

Mentor Marc Weber has served as a SW music production mentor at the Nashville Public Library before helping launch The Studio Experience program in his studio. A Belmont graduate, he is an accomplished audio engineer and producer who specializes in hip-hop, pop, and gospel music. His portfolio includes collaborations with artists like Cam, J Ivy, and Sir The Baptist. Notably, Marc earned Grammy consideration for his role as the mix engineer on the groundbreaking HBCU Symphony, directed by Sir The Baptist.

Mentor Shawn Whitsell has served as a SW mentor for the past 16 years; teaching in schools, colleges, prisons, juvenile detention centers, and other community settings. This includes weekly sessions with youth and adults in a behavioral health center. Whitsell is a playwright, actor, director, producer, and founder of the Destiny Theatre Experience. His one-man show "23/1" was called "The Best Blend of Theater and Activism" for its take on solitary confinement. He also serves on the board for the nonprofit organization Rooftop and is a member of the Metro Nashville Community Review Board.

Mentor Rashad Rayford, aka Rashad thaPoet, has served as a SW mentor for the past 16 years, teaching poetry and communications skills in English classrooms from 3rd grade through college. Rayford is an award-winning actor, poet, and speaker. His work has been featured with TEDx, NPR, The Wall Street Journal, and USA Today. Rashad is the Owner of Elevate Your Vibe, LLC a non-traditional speaking company that intuitively blends spoken word poetry, business talk and inspirational speaking to help businesses tell more compelling and concise stories.

Mentor Tia Smedley has taught the fundamentals of poetry and spoken word with SW as an artist in residence in various schools in Tennessee since 2009. As a poet and speaker, Tia Smedley is known for unforgettable performances that boast of her roots in the theatre. She has opened for the likes of Abiodun Oyewole of The Last Poets and Grammy nominated artists such as: Dwele, Raheem DeVaughn and Mint Condition. Coupled with her husband as GRAVATY, they were named Southern Entertainer of the Year in 2007. She has traveled to speak at various women's conferences across the country, using her poetry to share her tales of trouble to triumph.

Project Manager Alita Brielle Gay is SW's program manager. She is a spoken word poet, educator, and voiceover artist with a passion for cultural community development. She holds a B.S. in Communications from Florida State University as well as a Master's in Public Administration from American University. She is a Teach for America alumna with over 10 years of administrative experience including stints with NAZA and the YMCA of Middle TN.

Project Support Amber McCullough serves as SW's Director of Marketing and Communications, but she also performs operations and project management functions. Prior to joining Southern Word in 2016, Amber improved educational outcomes across the state working for the State Collaborative on Reforming Education (SCORE). Amber is a graduate of Williamson County Schools, Belmont University, and Lipscomb University; where she received a Master's in Civic Leadership.

Project Director Benjamin Smith is founding executive director of SW, which he has grown to serve more than 6,500 young people and more than 40 schools each year. Prior to SW he worked in various youth development organizations including the YMCA, Conservations Corps, and Summerbridge. This experience included designing and implementing educational enrichment programs, developing lesson plans, managing youth employment programs, and teaching creative writing in various forms. He is also a songwriter and recording artist who has played in Americana, jazz, and country bands. From this experience, he has a point of view on the development of writing and musical capabilities as well as and understanding of their centrality in driving identity and purpose. Benjamin graduated from Brown University in 1994 with a degree in English and American Literature.

- Are there any special awards, recognitions or achievements for your program you would like to list?

SW is one of the leading performance poetry youth development and education organizations in the Southeast and the nation. From 2015 to 2017, SW was one of sixteen organizations selected to serve as part of a three-year national spoken word poetry youth development and education leadership cohort. SW's school residency program was recognized at the Center for Non-Profit Management's Salute to Excellence Awards in 2018 with the Educational Enhancement Award. In 2020, SW was selected as one of Alignment Nashville's Experiential Learning Innovator's of the Year. The Nashville Youth Poet Laureate (YPL) has been named Poet Ambassador for the Southeast and one of five finalists for National YPL four times. This led to the selection of SW as the facilitator for the Tennessee YPL program. SW partnered with the Nashville Public Library and the National Museum of African American Music for the launch of Apple Music's first Creative Studios Nashville in 2022. SW serves as the technical assistance partner for the national non-profit's Save the Music digital music grant program in Nashville.

In terms of validation for our mental health integrations, SW has provided weekly writing workshops at Vanderbilt Behavioral Health for the past 16 years for inpatient and outpatient adolescents as well as outpatient adults. This year at the invitation of the Tennessee Department of Health, SW presented at the national conference of the Association of Maternal and Child Health Programs on the topic of "Centering and Destigmatizing Mental Health Conversations Through Partnerships and Poetry."

Last year, SW reached 6,014 youth through school residencies, 850 through community workshops, and 8,313 youth through community performances. We look at programming in these categories: Spoken Word Residencies, Writers in the Schools, Community Writer Workshops, Music Production Programs, Community Performances, and College Programs.

As part of the Safe and Healthy Schools initiative in 2015, SW partnered with Vanderbilt for an independent assessment of our writer residency program. This assessment included classroom observation, student focus groups, teacher focus groups, and a pre-/post- test. The assessment found the following:
1. Program provides greater student engagement, greater perceived emotional safety, strengthened writing and speaking skills, active social and emotional learning, and improved classroom climate as reported by teachers.

2. Program provides increased engagement, greater confidence, a more proficient command of language, confidence in writing ability, improved classroom climate, greater connection to peers, improved relationships with teachers, and a better understanding of their classmates as reported by students.

Our most recent general survey of our out-of-school writing and music production programs, which includes the pilot program for this project, 50% indicated that they would write more frequently than before if they were in a writing program and 48% indicated that they would produce music more frequently than before if they were in a music program. This speaks to our goal of improving youth engagement in constructive activities that foster their connectedness and social emotional growth. 74.4% agreed or strongly agreed that SW's writing and music production programs relieved stress. 60.5% agreed or strongly agreed that SW's sessions helped process challenge in their lives. These results speak to the social emotional and mental health impact of SW's programs which we regard as one of highest needs in our community of focus.

3. Problem & Target Population (15 points).

- Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.

Southern Word will serve high school and post-secondary youth between the ages of 11 and 24 during school hours and out-of-school hours who have the highest potential for causing harm through violent activities in Davidson County. We will have a primary focus on youth between the ages of 11 and 18, and a secondary focus on youth 18 to 24 so we may continue to support young people who are aging out of state custody, discontinuing or graduating from high school without clear post-secondary educational plans, and/or developing as future mentors and positive role models for the community. 50 to 60% of services will be delivered to the North Nashville community with an emphasis on supporting schools and residents in the portions of zip codes 37208, 37207, 37218, 37189, and 37209 where incidents of violence are greatest.

As detailed in the April 2000 Juvenile Justice Bulletin from the Office of Juvenile Justice and Delinquency Prevention titled "Predictors of Youth Violence (Hawkins, Heerenkohl, Farrington, Brewer, Catalano, Harachi, Cothern, 2000)," there are a range of predictors for youth violence that include individual, family, school, peer-related, and community factors. In our efforts, SW is most interested in what the article describes as "malleable" factors for older youth at risk of violent behavior. Lack of social ties and involvement with antisocial peers rank among the leading predictors of violence. Parental involvement, parental criminality, or poor family management practices are also risk factors of concern. These might be baked in at this later stage in the youth's development, but they can still be offset with the introduction of supportive, reliable, and connected mentors.

While we cannot always alter non-malleable factors such as gender, economic status, and family conditions: we can identify communities and schools where those additional stressors are greatest to further support young people. In this initiative, we will focus on areas with high crime rates in North and South Nashville, emphasizing areas where there is most need for further support in alleviating the conditions for violence. School data available at the Tennessee Department of Education's State Report Card makes it easy to identify schools with a significant population of economically disadvantaged youth, chronic absenteeism, and disciplinary incidents. These schools rank highest in terms of these factors:

Johnson Alternative – 59% economically disadvantaged, 64.2% chronically out-of-school rate, 26.2% out-of-school suspension rate.
W.A. Bass Alternative - 63% economically disadvantaged, 88.8% chronically out-of-school rate, 28.9% out-of-school suspension rate.
Pearl-Cohn – 62% economically disadvantaged, 51% chronically out-of-school rate, 16.1% out-of-school suspension rate.
Stratford – 54% economically disadvantaged, 48.1% chronically out-of-school rate, 25.1% out-of-school suspension rate.
Overton– 50% economically disadvantaged, 41.3% chronically out-of-school rate, 11.4% out-of-school suspension rate.
Maplewood -- 48% economically disadvantaged, 57.2% chronically out-of-school rate, 20.4% out-of-school suspension rate.

In many of these schools and communities where hip hop, rap, gospel, and contemporary R&B are the primary genres, choice in music often aligns with where you come from, who you imagine yourself to be, and where you think you are headed. The rap genre alone creates extremely complicated cultural terrain as it can capture both the worst challenges of low-income communities through its depictions of violence, misogyny, drugs, and excess; and serve as a vehicle for the hope of escaping poverty, the telling of the untold truth, the perseverance through struggle, and the anthem for positive social change. Educational institutions and communities have not been fully equipped to engage in this crucial conversation, and through this initiative we plan to continue to respond to this gap.

- Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.

We detailed our experience in the previous questions. We would emphasize that in addition to serving young people in places such as the Juvenile Justice Center and Vanderbilt Behavioral Health clearly populated with those impacted by violence; violence is endemic in our culture. Writing with thousands of young people in schools across Tennessee means that you are regularly helping young people process violence they experience in our society, in their communities, and in their homes. We are regularly hearing, holding space, and responding to these stories shared by young people.

- Describe your target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.

Our institutions struggle in connecting the large numbers of youth they process to purpose, belonging, and community. Within our institutions, many students grapple with the violence, depression, addiction, anxiety, bullying, alienation, and anti-social behavior that we see growing within our youth, schools, and communities.

In the Department of Education's 2023-24 report card for MNPS, 67% of high school English students last year were considered to perform below grade level. 24% of students were chronically out of school. The out-of-school suspension rate was 7.9%. Metrics for higher need schools are detailed in the previous response.

Youth mental health is also an important part of the equation for young people that we seek to reach. A literature review in 2017 by the Office of Juvenile Justice and Delinquency Prevention noted, "A meta-analysis by Vincent and colleagues (2008) suggested that at some juvenile justice contact points, as many as 70 percent of youths have a diagnosable mental health problem. This is consistent with other studies that point to the overrepresentation of youths with mental and behavioral health disorders within the juvenile justice system (Shufelt and Cocozza 2006; Meservey and Skowyra 2015; Teplin et al. 2015)." This intersection of mental health needs and juvenile justice leads to the conclusion that we criminalize, as opposed to treat, antisocial behaviors in certain economically disadvantaged populations. This suggests that a treatment, as opposed to a punitive, approach might be necessary to produce different outcomes.

In summary, we would highlight the following needs for youth participants in this initiative:

- Engaging, prosocial activities.
- Skill development, especially communication and interpersonal skills.
- Activities that increase self-esteem, confidence, resilience, and the ability to participate in groups and communities.
- Coping tools to process their social emotional and mental health journeys.
- Trusted, reliable, and relatable mentors.

- Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County.

SW tracks program attendance through sign-in sheets. Program assessment is detailed in the program design section of the proposal. We would be happy to present on the impact of our program at the request of Metro Health when necessary.

4. Service Gaps (15 points).

- Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them?

SW believes strategic partnerships create efficiency of resources, avoid duplication of services, and amplify the potential scale of services. We do not have programs that exist in isolation. We look for complementary organizations and programs for which we can fill a need. Most of our partners are public institutions, and as a private non-profit, SW is able to leverage public dollars and deliver a subsidized or matched value which exceeds what the public dollars could do on their own.

In addition to the amplification of funding, SW is able to create connections between governmental entities that may otherwise not engage. Institutions are often inward facing and not inclined to collaborate. Even within an institution, it is difficult to create connections and realize opportunities that come from cross-departmental collaboration. Since SW has built its work around collaboration and innovation, we are obliged to overcome these barriers and these challenges.

Schools, community colleges, universities, libraries, juvenile justice centers, and community organizations are limited in the breadth of programmatic range they can offer. Their funds usually cover only the core teachers and staff to provide essential services; however, their needs and their possibilities are much greater. Larger institutions generally struggle with the agility to act on new potential or support students who are not thriving within their system. SW serves as a crucial supplement and catalyst for these partners, improving their impact by adding funding, expertise, innovation, enhancement, and support.

This understanding of Nashville service gaps is the reason that SW has become a leading provider of writer and music mentors to Nashville schools, Nashville Public Library, and the Juvenile Justice Center.

- Describe the gap in services that your proposed program will address.

At the time of initiating spoken word education activity and youth music production programs, SW conducted an environmental scan of existing programs to verify gaps for these programs prior to implementation. While we were early providing programming in Nashville and in the Davidson County Juvenile Detention Center, with the proliferation of other providers in this space, we started exploring ways to provide services to justice-involved youth in the community. With awareness of programs based at local non-profits, we realized there was a dearth of programs that were nested more authentically in the community. This brought us to launch The Studio Experience program at an actual professional music studio. This positions the initiative more as an integrated professional and community pathway and less as a compartmentalized programmatic experience.

Engagement with the GRIP program was initiated by the team at the JJC because they struggled to find mentors willing to serve gang-involved youth. This is most profound gap, a lack of effective mentors who have an extended commitment to the Nashville community who will act as role models for hard-to-serve youth.

Within our schools, high absenteeism and low student performance reflect a lack of curricular relevance for young people who do not see an aspirational place for them to participate in the educational system, in our community, and in their future. Both the mentors and the student-centered activities that mentors facilitate speak more directly to where students are at currently with their hearts and minds. Community-based music studio activity then gives them the chance to connect their learning in school to opportunities outside of the school.

For youth who are not fully engaged in school or who are no longer school-aged, there is also a gap in opportunities for healthy, sustainable engagement with their communities. Our systems have not effectively equipped them with the skills and purpose to successfully participate in the options our society presents. There need to be pathways for them to positively engage and build community if they are going to avoid making more deleterious choices that are harmful to themselves and their community.

5. Program Design (25 points).

- Describe how the program will respond to the priorities described in the Service Category definition.

This project responds to highlighted priorities by using writing and music as a tool for reflection, skill development, social emotional development, mental health processing, and belonging for participants. Arts spaces, especially music studios, have unique potential for offering these multi-faceted engagement opportunities. Since participants are usually writing and creating from their personal experience, SW sessions become a space for participants to process these past experiences and develop language to comprehend their emotional journeys. The creation process is also a gateway for conversation about difficult topics for the mentor and the youth. While young people, especially those for whom standard mental health interventions are stigmatized, might be guarded and reluctant to open up in these more traditional settings, music is a culturally acceptable way to display vulnerability and to express emotional aspects of one's life. We view the recording studio as a place of respite and regeneration which we want to make available to more young people. In addition to the immediate therapeutic aspect during the programmatic engagement, participants are ultimately gifted these coping tools to process their mental health journeys for the rest of their lives. While we cannot mitigate all adversity participants will face in the future, we will be equipping them with additional tools and tactics to build resilience and persevere through this anticipated adversity.

Participants will also be building capabilities to assist them beyond the artistic and wellness domains. In addition to simply improving their ability to participate in artistic spaces, activities, and pursuits; young people are developing communication and interpersonal skills that will improve outcomes for them in all aspects of their lives regardless of their career and personal pathways.

Finally, SW's ultimate vision is to build a new community for young people through this initiative. This community would be founded around a network of professional music studios, writing and music mentors, paid positions, events, and emerging youth who have decided to pursue healthier and more prosocial lifestyles that would reinforce and build on itself in a virtuous cycle.

- **What is the unduplicated number of people intended to be served by this Metro grant?**

400

- List up to three primary measurable outcomes for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope of Program.)

SW is prepared to report on outcome indicators with the following goals for youth engaging with the program on an extended basis: 1) 30% or less of participants offend during the reporting period; 2) 70% exhibit desired change in targeted behaviors; 3) 70% are satisfied with program.

- Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes.

1) Exposure Sessions: Mentors will reach large numbers of youth through one-off sixty to ninety-minute sessions intended to inspire them to engage with writing and music. Our main partners in these sessions will be teams at the Juvenile Justice Center and staff involved in MNPS disciplinary activity. In addition to inspiring participants to adopt the social emotional processing tools of writing and music, the sessions will allow us to identify youth inclined for more extensive program participation and support. We will serve 100 youth through exposure sessions.

2) The Studio Experience: The Studio Experience connects interested and engaged youth from the exposure sessions to studio space in the community where mentors can continue to mentor, support, and interact with youth. Young people often return to the same environments which led them to their difficulties, which makes it challenging to forge a new path. Through the Studio Experience, we are offering them new spaces, new mentors, new communities, and new activities which will foster a new direction towards a sustainable lifestyle and more successful choices. The Studio Experience is a 24-hour experience which weaves project-based skill development in music and writing with personal development. Each week includes 1) project focus; 2) music and writing skill focus; and 3) personal development focus. We will serve 50 youth through The Studio Experience program. This is a duplicated number fed by exposure sessions and school-based activity.

3) School Based Mentors and Studio Activity: SW will implement aspects of The Studio Experience within school music studios and school settings. As the local technical assistance partner with Save the Music Foundation, we have already helped support music studios at Antioch, Lawson, Overton, Stratford, and Johnson Alternative High Schools. We therefore have the relationships to have a mentor presence at key partner schools and understand how to navigate schools and school schedules logistically to find time with students. This makes the desired connections between school and out-of-school engagement possible. We will serve 300 youth through the school-based aspect of the program.

- Describe a typical day.

This is an overview of the full Studio Experience program, which can be delivered in its entirety or in portions based on the amount of time we can secure with participants in the various settings.

Project, Music, & Writing Skills Focus

Week 1 - Concepting, telling their story, identifying powerful source material; writing a hook
Week 2 - Naming your album, developing stories for the public; using your voice on a mic
Week 3 - Developing a sound that fits with your story; cohesive beat selection
Week 4 - Completing your first track; writing a chorus
Week 5 - Collaboration, new opportunities for inspiration; wordplay

Week 6 - Learning the story of "them": figurative language 1
Week 7 - Completing your second track; receiving feedback and revising
Week 8 - Preparing for interviews; figurative language 2
Week 9 - Distribution and promotion; critical listening
Week 10 - Competing your third track; talking about the mix
Week 11 - Facing the future–What's Next? Rehearsing, memorizing, preparing for big moments
Week 12 – Listening session – survey – post assessment
Final Deliverables: Listening Party, 3 Track EP with 1 Collaboration, Interview, Album Art: Participant has language tools necessary to express themselves through a song using various literary and performance strategies to effectively represent their point of view.

Personal Development Focus (artistic / personal)
Week 1 - Studio etiquette / 3 Personal goals
Week 2 - Interacting with producers / Representing yourself at spotlight moments
Week 3 - Punctuality / Managing anxiety
Week 4 - Networking / Making good choices
Week 5 - Respect of different people – putting ego aside / Building your bridges and resources
Week 6 – Repairing relationships / Reconnecting with people - family you need to be around
Week 7 – Cultural differences -- conflict management – navigating power
Week 8 - How to wrap up – how to finish / 3 Personal goals revisited – how to transition
Week 9 – Identifying your artistic community / identifying your personal community
Week 10 – How to get closer intentionally to your artistic goals / To your personal goals
Week 11 – Interviews – tell your artistic story / Tell your story outside of music
Week 12 – Revisiting artistic and personal goals

- Describe the program's processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

SW will work with the Juvenile Justice Center to track data related to youth offenders during the reporting period. Additionally, SW will assess changes in social emotional development, connectedness and belonging, and communications skills using a pretest-posttest. This survey, designed by Evaluation Design for SW programs, will be modified to align with objectives specific to this grant. Surveys will be administered at the beginning and the end of the program. Participants will be counted as achieving positive growth if their posttest survey mean is greater than their pretest mean.

These are assessment measures from our current program pre-post survey:
1. I like to write.
2. I feel confident expressing myself through writing.
3. Writing helps me to process and understand my emotions.
4. I write a lot.
5. I want to be a better writer.
6. I can complete a creative writing or music project on my own.
7. I am confident speaking in front of others.

8. I need better strategies to help me process my feelings.
9. I can verbally express myself with others.
10. Writing helps me process my feelings.
11. Sometimes I don't know how to best express myself.
12. Hearing others' stories helps me to better understand them.
13. I am good at explaining how I feel to others.
14. I have someone I can go to for advice or support.
15. I feel positive about my future.
16. I sometimes give up when faced with a challenge.
17. Doing a creative project helps me feel more positive.
18. Music helps me process my feelings.
19. I am comfortable interacting with people I do not know.
20. I feel motivated to pursue my dreams.

SW's external evaluator is Carol Nixon, Ph.D. Carol Nixon has over 25 years of experience in the design, implementation, evaluation, and quality improvement of youth development strategies and interventions including education, health, and social services including systems-level, multi-sector, collective impact initiatives. Much of her work has focused on increasing positive youth health, mental health, education, and safety outcomes by designing, implementing, and evaluating school and community-based interventions. Dr. Nixon's expertise includes youth social emotional learning, substance use prevention and intervention, school safety, school climate improvement, and whole-school educational reform. She has a doctorate in Applied Social Psychology from Vanderbilt University with an emphasis in youth mental health services and program evaluation. She is Managing and Principal Consultant for Evaluation Design.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance

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

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

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements
By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

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

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

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

Signature of Authorized Representative
Name: Benjamin Smith
Title: Executive Director
Agency Name: Southern Word
Date: 6/11/25

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: Non-Profit Grant Resources
- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.
- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Signature of Authorized Representative
Name: Benjamin Smith
Title: Executive Director
Agency Name: Southern Word
Date: 6/11/25

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248454921
Aug. 26, 2011 LTR 4168C E0
26-3547391 000000 00
00013800
BODC: TE

SOUTHERN WORD INC
% BENJAMIN SMITH
1704 CHARLOTTE AVE SUITE 200
NASHVILLE TN 37203-2972

016614

Employer Identification Number: 26-3547391
Person to Contact: MS. EVANS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Aug. 17, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MARCH 2009.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

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

Southern Word, Inc.
1704 CHARLOTTE AVE
SUITE 200
NASHVILLE, TN 37203

June 3, 2011

Filing Acknowledgment

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

Control # : 584655 Status: Active
Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 482361	Filing Fee:	$20.00
Payment-Check/MO - YOUTH SPEAKS NASHVILLE, INC., NASHVILLE, TN		$20.00

Amendment Type: Articles of Amendment   Image # : 6899-0667
Filed Date: 06/03/2011 2:24 PM

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

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Tre Hargett
Secretary of State

Field Name	Changed From	Changed To
Filing Name	YOUTH SPEAKS NASHVILLE, INC.	Southern Word, Inc.

RECEIVED
STATE OF TENNESSEE

2009 AUG 25 PM 3: 30

RILEY DARNELL
SECRETARY OF STATE

CHARTER
OF
YOUTH SPEAKS NASHVILLE, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a corporation organized under the Tennessee Nonprofit Corporation Act, as amended, adopts the following Charter for such corporation:

6368.0864

FILED

1. The name of the corporation shall be "Youth Speaks Nashville, Inc."

2. The duration of the corporation is perpetual.

3. The street address of the registered office, the zip code of such office and the county in which the office is located is: 1221 16th Avenue South, Nashville, Tennessee 37212, Davidson County. The name of the registered agent at that office is Benjamin Smith.

4. The street address of the principal office of the corporation in the State of Tennessee is: 1221 16th Avenue South, Nashville, Tennessee 37212, Davidson County.

5. The name of the incorporator is Benjamin Smith, whose address is 1221 16th Avenue South, Nashville, Tennessee 37212, Davidson County.

6. The incorporator shall elect the initial Board of Directors and shall take such other appropriate action incident to the organization of the Corporation.

7. The corporation is a nonprofit corporation.

8. The corporation is a public benefit corporation.

9. The corporation shall have no members.

10. The corporation is organized exclusively for the following charitable and educational purposes:
    a. through the literary and performing arts, to offer creative solutions for youth to build literacy and presentation skills, reconnect to their education and to their lives, and act as leaders in the improvement of their communities;
    b. and including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

11. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence

legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

RECEIVED
STATE OF TENNESSEE
2008 AUG 25 PM 3: 30
SECRETARY OF STATE

6368-6885

12. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

13. Subject to paragraphs 10 and 11, full control and management over the activities and affairs of the Corporation shall be vested in the Board of Directors. The number and terms of directors of the Corporation shall be fixed by, or in the manner provided in, the Bylaws of the Corporation.

14. A director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith, or that involve intentional misconduct or knowing violation of law, or (iii) for unlawful distributions under T.C.A. § 48-58-304. If the Tennessee Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended.

Dated this 25th day of August, 2008.

INCORPORATOR:

Benjamin Smith

Details ×

SOUTHERN WORD, INC.

Entity Type: Nonprofit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Religious Type: Non-Religious
Benefit Type: Public Benefit Corporation
Status: Active
Control Number: 000584655
Initial Filing Date: 8/25/2008 3:30:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2026

Registered Agent
BENJAMIN SMITH
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203

Principal Office Address
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203-2979

Mailing Address
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203-2979

AR Standing: Good

Secretary of State Tre Hargett

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

Details ×

SOUTHERN WORD, INC.

Entity Type: Nonprofit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Religious Type: Non-Religious
Benefit Type: Public Benefit Corporation
Status: Active
Control Number: 000584655
Initial Filing Date: 8/25/2008 3:30:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2026

Registered Agent
BENJAMIN SMITH
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203

Principal Office Address
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203-2979

Mailing Address
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203-2979

AR Standing: Good

Details ×

SOUTHERN WORD, INC.

Entity Type: Nonprofit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Religious Type: Non-Religious
Benefit Type: Public Benefit Corporation
Status: Active
Control Number: 000584655
Initial Filing Date: 8/25/2008 3:30:00 PM
Fiscal Ending Month: December
AR Due Date: 04/01/2026

Registered Agent
BENJAMIN SMITH
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203

Principal Office Address
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203-2979

Mailing Address
1704 CHARLOTTE AVE STE 200
NASHVILLE, TN 37203-2979

AR Standing: Good

Details ×

SOUTHERN WORD, INC.

1704 CHARLOTTE AVE., STE 200 NASHVILLE TN 37203
Mr. BENJAMIN SMITH
(615) 686-5456
www.youthspeaknashville.org
Status: Active
CO Number: CO13503
Registration Date: 05/21/2009
Renewal Date: 03/31/2026

Purpose

Offer creative solutions to build youth literacy

Financials (21)

Fiscal Year End	Total Revenue
06/30/2024	$759,027.00
06/30/2023	$703,424.00
06/30/2022	$561,963.00
06/30/2021	$528,869.00
06/30/2020	$541,178.00
06/30/2019	$522,199.00

Secretary of State Tre Hargett

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

Details ×

SOUTHERN WORD, INC.

1704 CHARLOTTE AVE., STE 200 NASHVILLE TN 37203
Mr. BENJAMIN SMITH
(615) 686-5456
www.youthspeaknashville.org
Status: Active
CO Number: CO13503
Registration Date: 05/21/2009
Renewal Date: 03/31/2026

Purpose

Offer creative solutions to build youth literacy

Financials (21)

Fiscal Year End	Total Revenue
06/30/2024	$759,027.00
06/30/2023	$703,424.00
06/30/2022	$561,963.00
06/30/2021	$528,869.00
06/30/2020	$541,178.00
06/30/2019	$522,199.00

SOUTHERN WORD, INC.

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

JUNE 30, 2025

SOUTHERN WORD, INC.

Table of Contents

June 30, 2025

PURYEAR &
NOONAN, CPAs

Independent Auditor's Report

To the Board of Directors
Southern Word, Inc.
Nashville, Tennessee

Opinion
We have audited the accompanying financial statements of Southern Word, Inc. (the Organization), a non-profit organization, which comprise the statement of financial position as of June 30, 2025, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2025, and the changes in its net assets and 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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

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

(Auditor's report continued on next page)

40 Burton Hills Blvd. | Suite 170 | Nashville, TN 37215
p: (615) 296-0500 | f: (615) 296-0493
pn-cpas.com

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Puryear & Noonan, CPAs PLLC

Puryear & Noonan, CPAs
Nashville, Tennessee
January 15, 2026

Southern Word, Inc.
Statement of Financial Position
June 30, 2025

	Without Donor Restrictions	With Donor Restrictions	Total
Assets			
Current Assets			
Cash	$ 38,671	$ 2,000	$ 40,671
Investments	71,780	-	71,780
Accounts receivable	108,826	32,060	140,886
Total Current Assets	219,277	34,060	253,337
Total Assets	$ 219,277	$ 34,060	$ 253,337
Liabilities and Net Assets			
Current Liabilities			
Accrued expenses and liabilities	$ 15,595	$ -	$ 15,595
Total Current Liabilities	15,595	-	15,595
Net Assets			
Without donor restrictions	203,682	-	203,682
With donor restrictions	-	34,060	34,060
Total Net Assets	203,682	34,060	237,742
Total Liabilities and Net Assets	$ 219,277	$ 34,060	$ 253,337

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Statement of Activities and Changes in Net Assets
For the Year Ended June 30, 2025

	Without Donor Restrictions	With Donor Restrictions	Total
Public Support and Revenue			
Earned income	$ 399,100	$ 5,500	$ 404,600
Grants	141,531	26,560	168,091
Contributions	50,828	-	50,828
Performances	15,040	-	15,040
Sponsorships	5,500	-	5,500
Investment gain, net	5,416	-	5,416
Contribution of nonfinancial assets	5,170	-	5,170
Fundraising revenue	2,100	-	2,100
Other income	1,723	-	1,723
Total Public Support and Revenue	626,408	32,060	658,468
Expenses			
Program Services			
Program	532,223	-	532,223
Supporting Services			
Management and general	142,411	-	142,411
Fundraising	7,144	-	7,144
Total Expenses	681,778	-	681,778
Change in Net Assets	(55,370)	32,060	(23,310)
Net Assets - Beginning of Year	259,052	2,000	261,052
Net Assets - End of Year	$ 203,682	$ 34,060	$ 237,742

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Statement of Cash Flows
For the Year Ended June 30, 2025

Cash Flows from Operating Activities		
Change in Net Assets	$	(23,310)
Adjustments to Reconcile Change in Net Assets to Net Cash Used for Operating Activities		
Unrealized gain on investments		(2,736)
(Increase) Decrease in Operating Assets		
Accounts receivable		(4,971)
Increase (Decrease) in Operating Liabilities		
Accrued expenses and liabilities		(16,297)
Deferred revenue		(4,950)
Net Cash Used for Operating Activities		(52,264)
Cash Flows from Investing Activities		
Purchases of investments		(3,772)
Net Cash Used for Investing Activities		(3,772)
Decrease in Cash		(56,036)
Cash - Beginning of Year		96,707
Cash - End of Year	$	40,671

See independent auditor's report and accompanying notes to financial statements.

Southern Word, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2025

	Program	Supporting Services		Total
		Management and General	Fundraising	
Salaries and wages	$ 499,429	$ 96,048	$ 1,530	$ 597,007
Dues and subscriptions	692	8,277	-	8,969
Insurance	-	6,743	-	6,743
Printing	7,920	-	140	8,060
Office expense	20	1,608	-	1,628
Professional fees	279	16,583	-	16,862
Program expenses	6,660	-	1,030	7,690
Rental	-	6,150	-	6,150
Travel	16,810	-	-	16,810
Event production	413	-	4,444	4,857
Bank fees	-	832	-	832
In-Kind rent and IT Services	-	5,170	-	5,170
Miscellaneous	-	1,000	-	1,000
Total Expenses	$ 532,223	$ 142,411	$ 7,144	$681,778
Percent of Total Expenses	78%	21%	1%	100%

See independent auditor's report and accompanying notes to financial statements.

Note 1 - Summary of Significant Accounting Policies

Organization and Purpose
Southern Word, Inc. (the Organization) is a non-profit organization that offers creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities through the literary and performing arts primarily in Middle Tennessee. The Organization is committed to providing youth, especially in under-served communities, with as many opportunities as possible to develop and publicly present their voices both live and in print, video, audio, and digital media.

Basis of Accounting
The accompanying financial statements of the Organization are prepared using the accrual basis of accounting, under which revenues are recognized when earned rather than when collected and expenses are recognized when incurred rather than when disbursed.

Financial Statement Presentation
The accompanying financial statements of the Organization report its financial information according to the following net asset classifications:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Directors (the Board). The Board has not designated any funds in 2025.

Net Assets With Donor Restrictions - Net assets subject to stipulations imposed by donors and grantors that can be fulfilled by actions of the Organization pursuant to those restrictions or that expire by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the Statement of Activities and Changes in Net Assets. As of June 30, 2025, the Organization had $2,000 in net assets for the 10th anniversary book and $32,060 in net assets subject to time restrictions.

Contributions which are received as temporary restricted and whose restrictions are met within the same year, are shown as unrestricted support on a first-in, first-out basis.

Measure of Operations
The Statement of Activities and Changes in Net Assets reports changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing activities. Non-operating activities are limited to resources that generate return from donor-restricted contributions, net assets released for capital expenditure, and other activities considered to be of a more unusual or non-recurring

nature.

Program and Supporting Services - Functional Expenses
The following program and supporting services are included in the accompanying financial statements on the Statement of Functional Expenses.

Program Services - include activities carried out to fulfill the Organization's mission of offering creative solutions for youth to build literacy and presentation skills, reconnect to their education and lives, and act as leaders in the improvement of their communities through the literary and performing arts.

Supporting Services - Management and General - relates to the overall direction of the Organization. These expenses are not identifiable with a particular program, event or fundraising, but are indispensable to the conduct of those activities and are essential to the Organization. Specific activities include organizational oversight, business management, record keeping, budgeting, financing, and other administrative activities.

Supporting Services - Fundraising - includes cost of activities directed toward appeals for financial support and the cost of solicitations and creation and distribution of fundraising materials.

Classification of Expenses
Expenses are classified functionally as a measure of service efforts and accomplishments. Direct expenses, incurred for a single function, are allocated entirely to that function. Joint expenses, applicable to more than one function, are allocated on the basis of objectively summarized information or management estimates.

Use of Estimates
Management of the Organization has made a number of estimates and assumptions relating to the reporting of assets and liabilities and disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Actual results could differ from those estimates.

Fair Value Measurements
The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820-10, *Fair Value Measurements*, with respect to its financial assets and liabilities. Fair value is defined as the price that would be received to sell an asset in the principal or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Fair value should be based on the assumptions market participants would use when pricing an asset. U.S. GAAP established a fair value hierarchy that prioritized investments based on those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets (observable inputs) and the lowest priority to an entity's assumptions (unobservable inputs). The Organization groups assets at fair value based on the markets in which the assets and liabilities are traded, and the reliability of the assumptions used to determine fair value. These levels are as follows:

Level 1 – Unadjusted quoted market prices for identical assets or liabilities in active markets as of the measurement date.

Level 2 – Other observable inputs, either directly or indirectly, including:

- Quoted prices for similar assets/liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset/liability; and,
- Inputs that are derived principally from or corroborated by other observable market data.

Level 3 – Unobservable inputs that cannot be corroborated by observable market data.

U.S. GAAP requires disclosure of an estimate of fair value of certain financial instruments. The Organization's significant financial instruments are cash, investments, accounts receivable, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Investment Valuation

Investments in mutual funds and marketable securities with readily determinable fair values and all investments in debt securities are measured on a recurring basis at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the Statement of Activities and Changes in Net Assets.

Accounts Receivable

Accounts receivable primarily represent amounts due from grants and programs and events. The Organization expenses bad debt in the period in which the receivable is deemed uncollectible. No allowance for credit losses has been recorded in the current year as management believes all amounts are fully collectible.

Property and Equipment

Property and equipment are recorded at cost or at appraised value if donated. Depreciation is computed by the straight-line method based on estimated useful lives of the related assets. Expenditures for maintenance and repairs and items less than $2,500 are expensed when incurred. Expenditures for renewals or betterments are capitalized. When property is retired or sold, the cost and the related accumulated depreciation are removed from the accounts, and the resulting gain or loss is included in other income on the Statement of Activities and Changes in Net Assets. As of June 30, 2025, the Organization had no property and equipment.

Right-of-Use Assets and Liabilities

Right-of-Use (ROU) assets represent the right to use the underlying assets for the lease term and the lease liabilities represent the obligation to make lease payments arising from the leases. ROU assets and liabilities with a term greater than twelve months are recognized at commencement date based on the present value of future lease payments over the lease term, which includes only payments that are fixed and determinable at the time of commencement. When readily determinable, the Organization uses the interest rate implicit in a lease to determine the present value of future lease payments. For leases where the implicit rate is not readily determinable, the Organization's incremental borrowing rate is used. The Organization calculates its incremental borrowing rate on a periodic basis using a third-party financial model that estimates the rate of interest the Organization would have to pay to borrow an amount equal to the total lease payments on a collateralized basis over a term similar to the lease. The Organization applies its incremental borrowing rate using a portfolio approach. The ROU assets also include any lease payments made prior to commencement and are recorded net of any lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise such options.

Revenue Recognition

Contributions

The Organization receives support from foundations and individuals for the multiple projects that it performs to offer creative solutions for youth to build literacy and presentation skills through literary and performing arts. Contributions from these individuals or foundations are given and have no barrier to recognition. The Organization records the contributions when received either as contributions with or without donor restrictions based upon the presence or absence of donor-imposed restrictions. Revenue from special events is recognized when it is earned, generally when the event occurs.

Grants

The Organization receives grant revenue from agreements, typically with various foundations, that fund specific activities of the Organization. The grants are of three primary types: unconditional contributions, conditional contributions, and exchange transactions. An agreement is a contribution if its primary purpose is to enable the Organization to provide a service to or for the general public rather than to serve the direct needs of the granting or contracting party. In other words, the agreement is a contribution if any benefit to the granting or contracting party is indirect and insubstantial as compared to the public benefit. The Organization recognizes grant and contract revenue associated with unconditional contributions without donor stipulations as revenue and net assets without donor restrictions. Unconditional contributions with a donor stipulation that limits their use are reported as revenue and net assets with donor restrictions. When a donor stipulated restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. The Organization recognizes grant and contract revenue associated with conditional contributions as earned when the conditions are met (allowable expenses have been incurred or as milestones are met) as net assets without donor restrictions. Any unused funds are forfeited, and if any expenditures are unallowed, the Organization is required to refund the amounts drawn down. In contrast, if the grant or contract provides a benefit directly to the granting or contracting party, the agreement is an exchange transaction with a customer.

Contributions of Non-Financial Assets

The Organization recognizes contributed non-financial assets within revenues in the Statement of Activities and Changes in Net Assets consisting of donated storage space. Unless otherwise noted, contributed non-financial assets do not have any donor-imposed restrictions. The Organization records contributed non-financial assets at fair value when determinable, otherwise at value indicated by the donor, if material. As of June 30, 2025, a total of $5,170 of contributed non-financial office space and IT services were recognized as both revenues and expenses in contribution of non-financial assets on the Statement of Activities and Changes in Net Assets and in in-kind expenses on the Statement of Functional Expenses.

Deferred Revenue

Deferred revenue represents deposits received on programs and events and grants received in advance of fulfilling the grant deliverables. The Organization recognizes the deferred revenue as revenue once the program or event is complete, or the grant deliverables are fulfilled. There was no deferred revenue as of June 30, 2025.

Income Taxes

The Organization is exempt from income taxes under the provisions of Internal Revenue Service (IRS) Code Section 501(c)(3), and, accordingly, no provision for income taxes is included in the financial statements.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, as it relates to uncertain tax positions. For all tax positions taken by the Organization, management believes it is clear that the likelihood is greater than 50% that the full amount of the tax position taken will be ultimately realized. Therefore, management believes that no liability for unrecognized tax benefits should be recorded related to uncertain tax positions taken on returns for the three most recent years filed, or expected to be taken in the Organization's current year tax return. The Organization identifies its major tax jurisdictions as the U.S. Federal and the State of Tennessee. However, the Organization is not currently under audit nor has the Organization been contacted by either of these jurisdictions. As of June 30, 2025, the Organization has accrued no interest or penalties related to uncertain tax positions. The Organization is not aware of any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will change in the next twelve months.

Events Occurring After Reporting Date

The Organization has evaluated events and transactions that occurred between July 1, 2025 and January 15, 2026, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

Note 2 - Adoption of New Accounting Pronouncements

From time-to-time, new accounting pronouncements are issued by the FASB or other standards setting bodies that the Organization adopts as of the specified effective date. Unless otherwise discussed, management believes the impact of any other recently issued standards that are not yet effective are either not applicable at this time or will not have a material impact on the financial statements upon adoption.

Note 3 - Availability and Liquidity

The Organization's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, are as follows:

Cash	$	40,671
Investments		71,780
Accounts receivable		140,886
Total financial assets available to be used within one year		253,337
Less - Net assets with donor restrictions		(34,060)
Financial assets available to meet general expenditures over the next twelve months	$	219,277

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Note 4 - Investments

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of June 30, 2025:

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 71,780	$ -	$ -	$ 71,780
Total financial assets	$ 71,780	$ -	$ -	$ 71,780

At June 30, 2025, the amounts invested, market value, and yields are summarized as follows:

Market value	$	71,780
Carrying value - cost		62,559
Unrealized gain	$	9,221
Investment income	$	1,956
Net unrealized gain		2,736
Net realized gain		724
Investment income, net	$	5,416

At June 30, 2025, the allocation of the investment portfolio is as follows:

Mutual funds	$ 71,780
	$ 71,780

The Organization utilizes various investment instruments. Included in investment income are capital gain and dividends earned from shares of stocks. Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with various investments, it is reasonably possible that changes in the values of certain investments will occur in the near term and that such changes could materially affect the amounts reported on the financial statements.

Note 5 - Lease Commitments

The Organization entered into a lease agreement with McKendree United Methodist Church to rent a small amount of storage space for $300 a month. The agreement states the annual lease shall be in force from beginning August 31, 2020 and shall thereafter stay in force until it is revised or terminated. The Organization's obligation is $3,600 annually.

Note 6 - Credit Risk and Other Concentrations

The Organization maintains its checking accounts at financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to statutory limits. The standard FDIC insurance amount is limited to $250,000 per depositor, per insured bank. Therefore, amounts in excess of this $250,000 held by the Organization as of, and during the year ended June 30, 2025, were uninsured and uncollateralized.

Note 7 - Concentrations

The majority of the Organization's revenue is derived from individuals, government entities, and foundations in the Middle Tennessee area. The Organization received 42% of its total revenue from various Metropolitan Nashville Public Schools in 2025. Also, this entity comprises approximately 46% of total accounts receivable at June 30, 2025. The Organization has not experienced, nor do they anticipate any losses with respect to such amounts.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2025

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

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

PRODUCER
Martin & Zerfoss, Inc.
6730 Charlotte Pike
Nashville TN 37209

CONTACT NAME: Cody Von Lobstein
PHONE (A/C, No, Ext): 615-297-8500 FAX (A/C, No): 615-269-7390
E-MAIL ADDRESS: cvonlobstein@mzinsurance.com

INSURED SOUTWO2
Southern Word, Inc.
1704 Charlotte Ave., Ste 200
Nashville TN 37203

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INDEMNITY INSURANCE	18058
INSURER B : Accident Fund General Insurance Company	12304
INSURER C : PHILADELPHIA INSURANCE COMPANY	23850
INSURER D : At-Bay Specialty Insurance Company	19607
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 909091570 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2615304-017	12/3/2025	12/3/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2615304-017	12/3/2025	12/3/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			100069998	12/3/2025	12/3/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A C D	Abuse & Molestation Professional Liability Cyber Liability			PHPK2615304-017 PHSD1830949-017 AB-6762520-01	12/3/2025 12/3/2025 7/8/2025	12/3/2026 12/3/2026 7/8/2026	Limit/Aggregate Limit/Aggregate Each Occurence	$1mil/$1mil $1mil/$2mil 1,000,000

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

CERTIFICATE HOLDER

Metro Public Health Department Nashville and Davidson County
2500 Charlotte Ave.
Nashville TN 37209

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael R. Martin

ACORD 25 (2016/03)

GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
FRIENDS OF MILL RIDGE PARK

This Grant Contract issued and entered into pursuant to Resolution RS2026-   by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and Friends of Mill Ridge Park, ("Recipient"), is for the provision of the South Nashville Community Safety program, as further defined in the "SCOPE OF PROGRAM". Attachments A through H are incorporated herein by reference.

A. **SCOPE OF PROGRAM:**

A.1. The Recipient will partner with the Metro Public Health Department in implementing a program focusing on improving the lives of 5,000 participants of Mill Ridge Park (zip codes 37211 and 37213) and decreasing violence in these high crime areas while engaging and supporting youth and families.

These funds will be used to improve community safety in south Nashville by increasing access to greenspace and outdoor services for an underserved community that is historically lacking sufficient access to greenspace and outdoor services.

The Recipient will use the funds to pay the salary of a community engagement coordinator and to achieve the following outcomes:

- Serve and engage 5,000 unduplicated people in south Nashville, focusing on youth and families living, learning and working in the area.
- Address the lack of greenspace by providing services and activities at Mill Ridge Park, located 7 miles from I-24 and Haywood Lane.
- Facilitate 100 free recreation and conservation activities for the target population.
- Host over 1,000 local volunteers to improve the parkland and improve the local environment, allowing them to experience meaningful involvement in the community in a sense of ownership at the park.
- Provide no cost activities to 5,000 residents such as hiking, gardening, birding, yoga, meditation, stargazing, storytelling, plein-air art, nature classes, environmental cleanups, outdoor movies, kite flying, and picnics.
- Collaborate with community partners, including Small World Yoga; Plant the Seed, Nashville Tree Foundation, Hands On Nashville, Cumberland River Compact, and others, to design and facilitate the activities.
- Ensure annual participation in program activities by a diverse group of 3,000 youth and 5,500 adults from south Nashville.
- Promote inclusivity and accessibility to engage individuals from different backgrounds and communities within south Nashville.
- Contribute to the reduction of crime and violence in south Nashville by improving the physical environment in high-crime areas.
- Distribute 5,000 wellness enhancing services such as: yoga mats, produce, mentorship, and educational materials at Mill Ridge Park.
- Strengthen anti-violence social norms and peer relationships within the target population.

A.2. The Recipient must spend funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment A. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro according to a mutually acceptable process and schedule, and when needed, upon request. These data shall include:

- Number of residents served.
- Frequency of services provided.
- Sign in sheets with dates and times of services or meetings.
- Monthly progress reports.
- Number of residences receiving wellness enhancing including yoga, mentorship and homework help, etc.
- Number of homework and tutorial sessions held.
- Number of free recreation activities provided for park attendees with sign in sheets.
- Other data as requested.

A.3. The Recipient will only utilize these funds for services the Recipient provides to residents and/or visitors in Davidson County. Additionally, the Recipient must collect data on the primary county of residence of the clients it serves and provide that data to Metro upon request.

B. **GRANT CONTRACT TERM:**

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed Eighty Thousand dollars ($80,000). 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. For each invoice submitted, the Recipient shall certify that the funds were utilized for necessary expenditures related to the completion of the work, as described in Section A of this Grant Contract.

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

Recipient must send all invoices to healthap@nashville.gov.

Final invoices for the contract period should be received within thirty (30) days after the end of the contract. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.3. **Annual Expenditure Report.** The Recipient must submit a final grant Annual Expenditure Report, to be received by Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

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

C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed. Any unallowable cost discovered after payment of the final invoice shall be returned by the Recipient to Metro within fifteen (15) days of notice.

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

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

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

D. **STANDARD TERMS AND CONDITIONS**:

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

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.** Should the Recipient fail to properly perform its obligations under this Grant Contract or if the Recipient violates any terms of this Grant Contract, Metro will have the right to immediately terminate the Grant Contract and the Recipient must return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient must also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination will not relieve the Recipient of any liability to Metro for damages sustained by virtue of any breach by the Recipient.

D.4. **Termination - Notice.** Metro may terminate the Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Metro. Metro shall give the Recipient at least thirty (30) days written notice before effective termination date.

a) The Recipient shall be entitled to receive compensation for satisfactory, authorized service completed as of the effective termination date, but in no event shall Metro be liable to the Recipient for compensation for any service that has not been rendered.

b) Upon such termination, the Recipient shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

D.5. **Termination - Funding.** The Grant Contract is subject to the appropriation and availability of local, State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Metro shall have the right to terminate the Grant Contract immediately upon written notice to the Recipient. Upon receipt of the written notice, the Recipient shall cease all work associated with the Grant Contract on or before the effective termination date specified in the written notice. Should such an event occur, the Recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date. The Recipient shall be responsible for repayment of any funds already received in excess of satisfactory and authorized services completed as of the effective termination date.

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

D.9. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be maintained for a period of three (3) full years from the date of the final payment or until the Recipient engages a licensed independent public accountant to perform an audit of its activities. The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Contract are subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the Metro Grants Manual and in accordance with 2 CFR 200 Uniform Guidance. The financial statements must be prepared in accordance with generally accepted accounting principles.

D.10. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

D.11. **Reporting.** The Recipient must submit a Final Program Report, to be received by Anidolee.Melville-Chester@nashville.gov, within forty-five (45) days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.

D.12. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.

D.13. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.

D.14. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

D.15. **Independent Contractor.**_ Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.16. **Indemnification and Hold Harmless.**

a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent 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.17. **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.18. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Recipient certifies that to the best of its knowledge and belief, neither Recipient nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

D.19. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract.

D.20. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.

D.21. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.22. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

D.23. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.

D.24. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $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.25. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.26. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It will be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a 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.27. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by email transmission, or by first class mail, addressed to the respective party at the appropriate email or physical address as set forth below or to such other party, email, or address as may be hereafter specified by written notice.

Metro

For contract-related matters:
Holly.rice@nashville.gov
2500 Charlotte Avenue
Nashville, TN 37209
(615) 340-8900

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

Recipient

Friends of Mill Ridge Park
Executive Director
12965 Old Hickory Boulevard
Antioch, TN 37013

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

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

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

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

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

a) Recipient certifies that Recipient, and its current and future principals:

1) are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program.

2) 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.

3) 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

4) are not presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in sections D.29(a)(2) and D.29(a)(3) of this certification.

b) Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.29(a).

D.30. **Effective Date.** This contract will not be binding upon the parties until it has been signed first by the Recipient and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract will be effective as of the date first written above.

D.31. **Health Insurance Portability and Accountability Act.** Metro and Recipient shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its accompanying regulations.

a. Recipient warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.

b. Recipient warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

c. Recipient agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and Recipient in compliance with HIPAA. This provision shall not apply if information received by the Recipient from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Recipient and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

RECIPIENT:

By: ____________________________

Sworn to and subscribed to before me, a Notary Public this ___________________ day of _____________________, 2026, by ____, the ___________________________________ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public: ____________________________

My Commission Expires: ______________

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Interim Director, Metro Public Health Department	Date
Chair, Board of Health	Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance	Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services	Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney	Date

FILED:

Metropolitan Clerk	Date

Table of Contents of Attachments:

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

ATTACHMENT A

GRANT BUDGET (BUDGET PAGE 1)

Friends of Mill Ridge Park, 81-4617752

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the grant period.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH 3	TOTAL PROJECT
1	Salaries[2]	$ 60,000.00	$ 177,222.00	$ 237,222.00
2	Benefits & Taxes	$ 7,000.00	$ 34,949.00	$ 41,949.00
4, 15	Professional Fee/ Grant & Award [2]	$ -	$ 52,600.00	$ 52,600.00
5	Supplies	$ 13,000.00	$ 15,000.00	$ 28,000.00
6	Telephone	$ -	$ 1,200.00	$ 1,200.00
7	Postage & Shipping	$ -	$ 600.00	$ 600.00
8	Occupancy	$ -	$ 11,600.00	$ 11,600.00
9	Equipment Rental & Maintenance	$ -	$ -	$ -
10	Printing & Publications	$ -	$ 2,000.00	$ 2,000.00
11, 12	Travel/ Conferences & Meetings[2]	$ -	$ 900.00	$ 900.00
13	Interest [2]	$ -	$ -	$ -
14	Insurance	$ -	$ 3,600.00	$ 3,600.00
16	Specific Assistance To Individuals[2]	$ -	$ -	$ -
17	Depreciation [2]	$ -	$ 600.00	$ 600.00
18	Other Non-Personnel [2]	$ -	$ 51,675.00	$ 51,675.00
20	Capital Purchase [2]	$ -	$ -	$ -
22	Indirect Cost (0% of S&B)	$ -	$ -	$ -
24	In-Kind Expense	$ -	$ -	$ -
25	**GRAND TOTAL**	$ 80,000.00	$ 351,946.00	$ 431,946.00

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

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

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

GRANT BUDGET LINE-ITEM DETAIL (BUDGET PAGE 2)

SALARIES							AMOUNT
Name - Title	Salary	x	Percentage of Time	+	Longevity Bonus		
Katherine Dennis - Community Engagement Manager	67275	x	89%	+		$	60,000.00
		x	100%	+		$	-
		x	100%	+		$	-
ROUNDED TOTAL						$	60,000.00

OTHER NON-PERSONNEL		AMOUNT
Program and project supplies	$	13,000.00
ROUNDED TOTAL	$	13,000.00

Complete this Cover Sheet and sign where indicated. Attach it to the Program Narrative, Spending Plan, and Spending Plan Narrative. Email the entire Application Packet to both Detra.major@nashville.gov and Dianne.harden @nashville.gov by **4:29 pm on September 13, 2024.**

FY25 COMMUNITY SAFETY FUND APPLICATION COVER SHEET **(Application Part A)**

CIRCLE THE ONE CATEGORY OF FUNDING THAT YOU ARE APPLYING FOR:

Literacy: _ Restorative Justice__	**Domestic Violence: Workshops/Seminars**	**Community Service After School Program**	**Afterschool Programs: ______ Community Violence Prevention_________ Group Violence__________ Outreach and Education_______ Special Assistance to Invividuals __________**

WILL THE PROPOSED PROGRAM BE: (Choose One)

A New Program: _____	**An Existing Program:** _____	**An Expansion of Existing Program:** X

APPLICANT INFORMATION

Legal name of Applicant (Agency): Friends of Mill Ridge Park

Contact Person Name:	Darrell Hawks	Title:	Executive Director
Contact Person Phone:	615-933-8466	Email Address:	darrell@millridgepark.org
Agency CEO Name:	Darrell Hawks	Title:	Executive Director
Agency CEO Phone:	615-933-8466	Email Address:	darrell@millridgepark.org

AGENCY'S MAIN OFFICE

Complete Address:12965 Old Hickory Blvd, Antioch, TN 37013

Phone:615-933-8466	Fax:	Website: www.friendsofmillridgepark.org

FINANCIAL INFORMATION

Agency's most recent FY Actual Revenues ► ***(See Note Below)**	$1,493,967	Amount of current FY25 CSF grant or direct appropriation (if applicable):	N/A
Total FY25 CSF Request ► **(round to nearest $100)**	$60,000	Agency's Fiscal Year Start Date (Month/Day):	January 1, 2025
This amount should not exceed 20% of most recent actual revenues. Requests over 20% will render application ineligible. ►	4%	**(Leave Blank)**	

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

Source: Mayor's Office of Community Safety / MPHD	Amount: $	$48,000 total ($15,833 for our current FY 2024)
Source:	Amount: $	
Source:	Amount: $	

Does the applicant have a certified audit performed each year? Yes ______ No – not applicable as not yet required

Please email completed packet to both Dianne.Harden@nashville.gov and Detra.Major@nashville.gov by 4:29 pm on September 13, 2024.

SIGNATURES

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

Signature of Authorized Official: Darrell Hawks	Date: September 13, 2024

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

BUDGET/SPENDING PLAN NARRATIVE
FY25 COMMUNITY SAFETY FUND APPLICATION
By Friends of Mill Ridge Park
For January 1, 2025 – December 31, 2025

To plan, insure, promote, administer, and deliver the community services as proposed in the grant narrative, Friends of Mill Ridge Park (FMRP) has budgeted a total of $348,224. FMRP will contribute as matching funds $288,224 for the project and requests a contract from Metro Public Health Department to reimburse FMRP for up to $60,000 for services delivered and outcomes achieved as defined in the grant narrative and application. Specifically, FMRP will cover the total costs of non-personnel, insurance, travel, printing, occupancy, postage, and telephone. Additionally, FMRP will cover a major portion of the supplies, salaries, benefits and taxes.

We request reimbursement from MPHD for a portion of the costs for salaries, benefits and taxes, and supplies for the project. Specifically, we request reimbursement of $45,000 from MPHD to cover the annual salary of the fulltime community engagement coordinator who will directly assess ongoing community needs; maintain and build relationships with community partners; recruit participants from around southeast Nashville; plan, coordinate, and deliver services at Mill Ridge Park; and track, record, and report outcome data. Additionally, we request the reimbursement of $5,000 from MPHD to cover the costs of taxes and benefits for the community engagement coordinator position. The position is currently filled by Grace Ingram, who has served in the role since April 2024. She has a master's degree plus relevant experience in community engagement, program coordination, and service delivery to diverse, underserved communities like ours. Lastly, we request reimbursement for up to $10,000 for program and project supplies. Those supplies will be used to directly engage and serve 5,000 Nashvillians at Mill Ridge Park during the year. They will include refreshments, kites, yoga mats, seeds/plants, shovels, art/craft materials, binoculars, sunscreen, bug spray, gloves, movie licenses, nature story books, and more, as permitted by the Metro Non-profits Grant Manual.

The matching funds by FMRP, as outlined on the budget form, will come from our diverse funding sources and our experience securing funds to cover our growing programs and services. The MPHD grant will allow us to sustain and increase our programs and services for more Nashvillians in southeast Davidson County to serve the growing population and meet the growing need. Upon notification of the award, FMRP will provide financial reports and audits as required for contract administration.

PROGRAM NARRATIVE
FY25 COMMUNITY SAFETY FUND APPLICATION
By Friends of Mill Ridge Park
For January 1, 2025 – December 31, 2025

Executive Summary (0 Points).

- What target population will you serve?
- What services are you going to provide/deliver with this funding? How will the community benefit from these services?

Friends of Mill Ridge Park (FMRP) is a nonprofit in Antioch with a mission to enhance and advocate for Mill Ridge Park to strengthen the community in southeast Davidson County. The purpose of the proposed project is to improve community safety and health in south Nashville by increasing access to greenspace and outdoor services for an underserved community historically lacking sufficient access to greenspace and outdoor services. The goal of the project is to provide community services to 5,000 people in south Nashville at Mill Ridge Regional Park, located in Antioch. The project will target youth and families living, learning, and working in south Nashville – a community deemed "park poor." We will provide year-round outdoor recreation and conservation activities with onsite services for the 5,000 people of the target population. The activities offer education and cultural enrichment and positive social relations and include hiking, gardening, birding, yoga, meditation, stargazing, storytelling, plein-air art, nature classes, environmental cleanups, outdoor movies, kite flying, picnics, and more. The activities are designed and facilitated in collaboration with community partners including Small World Yoga, Plant the Seed, Nashville Tree Foundation, Hands on Nashville, Cumberland River Compact, and others. For participants, we provide services including refreshments, safety supplies, outdoor gear and equipment, craft and art supplies, instruction and educational materials, and mentorship. The expected outcomes include the annual participation in program activities by a diversity of 2,000 youth and 3,000 adults in south Nashville. The project will reduce crime and violence in south Nashville by improving the physical environment in a high-crime area, engaging and supporting youth, and strengthening anti-violence social norms and peer relationships.

Capacity of the Applicant and Relevant Organizational Experience (10 points).

- Describe your Agency's mission.
- Length of time/history providing services to the population and the issue described in the selected Service Category.
- Briefly list and describe the backgrounds, roles and responsibilities of key management and program staff.
- Are there any special awards, recognitions or achievements for your program you would like to list?

The mission of Friends of Mill Ridge Park ("FMRP") is to enhance and advocate for Mill Ridge Park to strengthen the community in southeast Davidson County. FMRP began operating and serving the community in Antioch more than six years ago, in January 2018, because there was a longstanding scarcity of greenspace and outdoor services in the region (NashvilleNext). Since 2018, we have served more than 20,000 visitors at Mill Ridge Park, 70% of which reside in south Nashville, with year-round outdoor programs and services that improve safety and wellness in the community. Key management of FRMP include executive director Darrell Hawks and community engagement manager Katherine Dennis. Mr. Hawks has an MBA and is a PhD candidate at Belmont University. He has more than a decade of experience leading nonprofit programs and enterprises serving marginalized communities in Davidson County. He was selected as a member of Leadership Nashville in 2024. He oversees financial administration, compliance and performance, strategy, and marketing for the agency. Dr Katherine Dennis has a PhD in recreation, park and tourism sciences from Texas A&M University. She oversees daily outreach, partnership development, and delivery of services. FMRP is an official partner to Metro Department of Parks and Recreation and has been recognized for impact and innovation by local and national organizations. Most recently, FMRP was selected as the 2023-2024 Neighborhood Builder by the Bank of America Foundation.

Problem & Target Population (15 points).

- Describe the characteristics of the target population including any relevant geographic indicators. Include any data sources for this information.
- Describe your experience in providing services to individuals who are directly or indirectly impacted by violence.
- Describe the target population's need as related to the Services Category, using clearly defined quantifiable measures. Include any data sources for this information.
- Describe how you plan to document and present evidence of services provided to residents of Nashville/Davidson County (See Contract Template, Sections A.3 and A.4).
- For Community Service Applicants: describe how you will document that the program beneficiaries are economically needy.

FMRP targets the people who live, work, learn, and play in southeast Nashville, surrounding Mill Ridge Park in Antioch (zip codes 37211, 37013) with a population of nearly 200,000 Nashvillians. FMRP serves the growing, underserved, and diverse population in Southeast Nashville with a focus on low-income households, immigrant communities, and communities of color with scarce access to greenspace and outdoor services. The Trust for Public Land designates southeast Nashville as a (high) priority for park development. Metro Parks identified the southeast quadrant (Antioch) as the area of the County most underserved by Parks. While the population total and percentage experiencing poverty has *decreased* for Davidson County between 2012 and 2022, the number of census tracts with more than 16% poverty *increased* in southeast Nashville during that time. Poverty is concentrating in southeast Nashville (Source: American Community Survey 2008-2012 & 2018-2022; Dr. Wansoo Im, Meharry Medical College).

Since 2018, we have provided services to more than 20,000 visitors at Mill Ridge Park, for people of all ages and backgrounds representative of the diversity and economics of the Nashvillians of southeast Davidson County. Where we serve, people are disproportionately experiencing violence, directly and indirectly. Since 2022, the zip code where we operate and serve (37103) has experienced the highest recorded criminal offenses of the zip codes in the County; and the South Precinct has reported the highest criminal offenses of the other police precincts in the County (Source: Metro Nashville Police Data Dashboard: Uniform Crime Reporting Incidents Map). We create and serve people in a welcome, safe space.

To document and present evidence of services, we contract with NEON for CRM data collection that allows us to record and analyze participation data and demographics that we collect during our program activities and events. We maintain documented registration, sign-ups, and sign-ins. We solicit documented input by survey from community members about our services. We document our services and participation with photos and video recordings. We maintain records of our publications and notices to Nashvillians for program activities and services. To document that participants are economically needy, we observe, tabulate, and survey participants to report on the economics of those served.

Service Gaps (15 points).

- Describe what services are available to the target population from Metro Departments and/or local non-profit Agencies. How does your Agency currently coordinate with them?
- Describe the gap in services that your proposed program will address.

According to the Trust for Public Land, the Nashville parks system ranks 93 out of 100 compared to park systems in the most populated U.S. cities. The Nashville Parks system falls far behind the majority in four of the five categories contributing to that ranking: equity, amenities, investment, and access. The Trust for Public Land designates southeast Nashville as a (high) priority for park development. Metro identified the southeast quadrant (Antioch) as the area of the County most underserved by parks. Metro Nashville plans and community input consistently emphasize development of parks and outdoor services in southeast Nashville to improve the quality of life for all Nashvillians. FMRP exists to meet a gap in services unoffered by Metro Parks Department. As one of 16 official partners with Metro Parks, FMRP meets regularly with Metro Parks Board and Staff to ensure our services align with the strategy of the Department and expand fulfil the purpose as defined by Metro Parks which is to "expand resources, create effective collaborations, and deliver meaningful results for residents and visitors utilizing and [Metro] facilities and green spaces." Our program addresses the gap in services by creating effective partnerships and performing outreach to the community.

Program Design (25 points).

- Describe how the program will respond to the priorities described in Service Category definition.
- **What is the unduplicated number of people intended to be served by this Metro grant?**
- List up to <u>three primary measurable outcomes</u> for those being served. (Be specific, if awarded, these outcomes will be written into your contract Scope of Program.)
- Briefly describe what services and/or activities will be provided to the program's target population to achieve those outcomes.
- Describe a typical day.
- Describe the program's processes for collecting data and state the indicators that will be tracked to demonstrate that the outcomes have been achieved.

The program of FMPR will respond to the needs of the community, characterized by our inequitable access to greenspace and outdoor services, higher poverty, more crime, and lower insurance rates, by providing community services at Mill Ridge Park. Our services include year-round park activities for youth, students, adults, and families who live, learn, work, and play in southeast Nashville. The park activities and services will improve the physical, mental, and social health of the community. The activities are at no cost to participants and include hiking, yoga, meditation, gardening, stargazing, Zumba, sports, flying kites, birding, outdoor movies, art classes, book clubs, sustainability classes, environmental and beautification workshops, and more. The wellness enhancing services that accompany these activities include refreshments and fresh produce, outdoor gear and supplies, safety supplies, books and educational materials, trained instruction, mentorship, and more. Also, through outreach and partnerships with local organizations, we will host over 1,000 local community volunteers during the year to enhance the parkland and improve the local environment, allowing them to experience meaningful involvement in the community and a sense of ownership at the park.

The unduplicated number of Nashvillians to be served by this grant includes 5,000. The three primary outcomes for those being served during the grant period include: 1) participation in outdoor recreation/conversation activities by 5,000 Nashvillians; 2) facilitate 100 free recreation and conservation program activities at Mill Ridge Park for the target population; and 3) distribute 5,000 wellness enhancing services (e.g. refreshments, yoga mats, produce, mentorship, educational materials, etc.) at Mill Ridge Park.

Our typical day at Mill Ridge Park includes a variety of tactics to fulfill our mission. We do outreach to community organizations in the community, including schools and businesses and other nonprofit organizations. We promote to Nashvillians (online, around the community, and on the parkland) our upcoming program activities and services. We design, plan, organize, and coordinate our upcoming program schedule. We facilitate program(s) activities on the parkland which includes setup, welcoming and registering participants, instructing and leading and guiding participants, and cleanup. We record and document our work in NEON and other tracking sheets. We schedule and host volunteers to improve and care for the parkland -- for instance, we plant and water in the community garden spaces, we maintain our volunteer-built trails, and we remove litter from the parkland. We share and promote community engagement and partnership and impact with newsletters and social media posts. We advocate for increased resources for the community by meeting with Metro Departments and local funders.

The program's processes for collecting data involve registration, sign-ups, and sign-ins for program participants. Also, during program activities, staff tracks participation by survey and observations. The indicators that will be tracked include participant name or initials, residency/school zip code, age group, racial group, frequency of participation (unduplicated). The data will be entered in our CRM data system and analyzed and reported as required by this grant. Additionally, our staff, management team, and Board will review program performance weekly, monthly, and bi-monthly (respectively). We will adapt our outreach and planning to improve performance to ensure achievement of the goals and objectives included in the contract scope of program.

Leveraging and Collaboration of Community Resources (10 points).

- Describe collaborative relationships your Agency currently has or will have with other community Agencies that will enable you to be successful with the proposed program funded by the CSF grant.
- What roles do/will each of you play?
- If services are being provided by another Agency pro-bono, name that Agency and give the approximate dollar value of those services. If those services will be provided in exchange for your Agency's services, please describe.

To serve the community at Mill Ridge Park, FMRP collaborates with dozens of community organizations/agencies including Metro Public Schools, TIRRC/Conexion Americas, Nashville Noticias, Elmahaba, The Branch of Nashville, 100 Black Men, Big Brother Big Sisters, Small World Yoga, Coalition for Better Futures in Southeast Nashville, Nashville State Community College, and others. Our partners promote and convene their Nashville constituents for our services at Mill Ridge Park. Our role is to provide year-round park program activities and services for those Nashvillians facing insufficient access to parks and services. For instance, we offer classroom instruction and park visits for Metro Schools classes. Those students benefit from the recreation and conservation experiences and learning we provide. Another example is our park yoga class offered to the community (at no charge) through a collaboration with Small World Yoga wherein we cover the costs of the yoga supplies and instruction. Another example includes our garden program that offers service experiences for community members and generates produce that is delivered to the local foodbank, The Branch of Nashville, to decrease hunger among Nashvillians.

Sustainability (10 points).

- Describe any efforts to increase and/or diversify program resources and any strategies for capacity building, including grant opportunities, fund raising activities, partnerships, collaborations, volunteer recruitment, etc.
- How will you continue these services should the level of funding change?

Program revenue and capacity have increased year-over-year since 2018 to reach an annual operating revenue of more than $400K with a staff of three full-timers and two part-timers (contract) and more than 1,000 volunteers each year. In 2018, FMRP adopted a strategic plan to increase and diversify program resources to meet the growing need and continue services beyond a single funding source. Outreach and community engagement are the ongoing responsibilities of staff and participation has increased to more than 8,000 program participations each year. Fundraising and grant writing are the responsibility of the executive director and the board of directors, 100% of whom contribute financially. The revenue for programs comes from foundation and government grants, corporate donations, individual donations, and event sponsorships. Additionally, FMRP designed and is constructing a revenue-generating community space on the parkland that will open in 2026. Should the level of funding change, FMPR will seek additional partnerships with business, and if necessary, revise the program and services to match the resources/funding available.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Certifications of Assurance

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

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

CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements
By accepting this funding, the signee hereby certifies, to the best of his or her knowledge and belief, that:

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

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

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

Signature of Authorized Representative

Name: Darrell Hawks

Title: executive director

Agency Name: Friends of Mill Ridge Park

Date: January 12, 2026

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department of Finance
700 President Ronald Reagan Way, STE 201
Nashville, Tennessee 37210

Metropolitan Government of Nashville and Davidson County
Recipient of Metro Grant Funding
Non-Profit Grants Manual Receipt Acknowledgement

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: Non-Profit Grant Resources

- The recipient has read, understands and hereby affirms that the agency will adhere to the requirements and expectations outlined within the Non-Profit Grants Manual.

- The recipient understands that if the organization has any questions regarding the Non-Profit Grants Manual or its content, they will consult with the Metro department that awarded their grant.

**Note to Organizations: Please read the Non-Profits Grants Manual carefully to ensure that you understand the requirements and expectations before signing this document.*

Darrell Hawks

Signature of Authorized Representative
Name: Darrell Hawks
Title: executive director
Agency Name: Friends of Mill Ridge Park
Date: January 12, 2026

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

DEPARTMENT OF THE TREASURY

Date: MAR 22 2017

PARKS AT KIMBRO STATION INC
C/O BEN FREELAND
5333 HICKORY HOLLOW PKWY
ANTIOCH, TN 37013

MAR 27 2017

Employer Identification Number:
81-4617752
DLN:
17053012312037
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 10, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

PARKS AT KIMBRO STATION INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Friends of Mill Ridge Park
C/O BEN FREELAND
5333 HICKORY HOLLOW PKWY
ANTIOCH, TN 37013-3109

December 14, 2018

Filing Acknowledgment

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

Control # : 882326 Status: Active

Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 004415990	Filing Fee:	$20.00
Payment-Check/MO - PARKS AT KIMBRO STATION INC, ANTIOCH, TN		$20.00

Amendment Type: Articles of Amendment — Image # : B0621-7928

Filed Date: 12/14/2018 9:48 AM

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

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Sarah Page

Field Name	Changed From	Changed To
Filing Name	Parks at Kimbro Station, Inc.	Friends of Mill Ridge Park

Phone (615) 741-2286 * Fax (615) 741-7310 * Website: http://tnbear.tn.gov/

State of Tennessee

Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (Nonpro t)

For Office Use Only

FILED

Corporate Control Number (If Known) 882326

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonpro t Corporation Act,* the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:
   Parks at Kimbro Station
   If changing the name, insert the new name on the line below:
   Friends of Mill Ridge Park

2. Please check the block that applies:
   ☑ Amendment is to be effective when led by the secretary of state.
   ☐ Amendment is to be effective, ______________ (month, day, year)
   (Not to be later than the 90th day after the date this document is led.) If neither block is checked, the amendment will be effective at the time of ling.

3. Please insert any changes that apply:
   a. Principal address: ______ (Street) (City) (State/County) (Zip Code)
   b. Registered agent: ______
   c. Registered address: ______ (Street) (City) (State/County) (Zip Code)
   d. Other changes: ______

4. The corporation is a nonpro t corporation. yes

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassi cation, or cancellation of memberships is as follows:

6. The amendment was duly adopted on 09/20/2018 (month, day, year) by (please check the block that applies):
   ☐ The incorporators without member approval, as such was not required.
   ☐ The board of directors without member approval, as such was not required.
   ☑ The members

7. Indicate which of the following statements applies by checking the applicable block:
   ☐ Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonpro t corporation act) was not required.
   ☑ Additional approval for the amendment was required by the charter and was obtained.

Executive Director
Signer's Capacity

Darrell Hawks
Signature

11/29/2018
Date

Darrell Hawks
Name of Signer (typed or printed)

B0621-7528 12/14/2018 08:15 AM Received by Tennessee Secretary of State Tre Hargett

CHARTER OF

PARKS AT KIMBRO STATION, INC.

The undersigned, acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, as amended, adopts this Charter:

1. The name of the corporation is "Parks at Kimbro Station, Inc."

2. The corporation is a public benefit corporation.

3. The duration of the corporation is perpetual.

4. The street address of the corporation's initial registered office is **5333 Hickory Hollow Parkway, Antioch (Davidson County), Tennessee 37013**. The name of its initial registered agent at the office is **Ben Freeland.**

5. The name and address of the incorporator of the corporation is ATTORNEY HERE and ADDRESS.

6. The street address of the principal office of the corporation is **5333 Hickory Hollow Parkway, Antioch (Davidson County), Tennessee 37013.**

7. The corporation is nonprofit.

8. The corporation has members.

9. No part of the net earnings of the corporation shall inure to the benefit of or be distributed to its directors, officers, or other private individuals, except that the corporation shall be authorized and empowered to pay reasonable compensation for services provided and to make payments and distributions in furtherance of the purposes set forth in Article 9.

10. Parks at Kimbro Station is organized exclusively for the charitable purposes of supporting and partnering with the Parks Department of the Metropolitan Government of Davidson County within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that also qualify as Section 501(c)(3) exempt organizations. To this end the corporation shall:

   a. seek to enhance and preserve outdoor space in Southeast Nashville for the health, recreation and cultural enrichment of the community;

   b. to engage in such other activities, exercise such other powers and privileges, take such other actions and carry out such other purposes as may be authorized by the Charter of this Corporation and that are permitted to be carried on by an entity either (i) exempt from Federal income taxation under Section 501(c)(3) of the Code, or (ii) to which contributions are deductible under Section 170(c)(2) of the Code

All Funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

11. The corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate its status (1) as a corporation which is exempt from Federal income taxation as an organization described in Section 501(c)(3) of the Code (or any successor provision to such section), or (2) as a corporation to which contributions are deductible under Section 170, 2055 and 2522 of the Code (or any successor provisions to such sections).

12. Notwithstanding any other provisions of this Charter to the contrary, the following restrictions shall apply to the purposes, operations and activities of the Corporation:

(a) the purposes of the Corporation shall in all events be religious, charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Code, and shall be consistent with the requirements of Section 501(c)(3) and recognition of non-private foundation status under Section 509(a) of the Code and all applicable Treasury Regulations issued thereunder;

(b) no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, employees or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;

(c) no part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Code;

(d) notwithstanding any other provision of this Charter, the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code; and

(e) the Corporation shall do any and all lawful things which may be necessary, useful, suitable or proper for the furtherance or accomplishment of the aforesaid purposes and powers of the Corporation and shall exercise all powers possessed by Tennessee corporations of similar character, including but not limited to the power to own, invest in, receive, hold, use, lease, contract for the purchase and sale of, and to mortgage or otherwise encumber, real and personal property. Notwithstanding the foregoing, no loans shall be made by the Corporation to its members, officers or directors for any purpose whatsoever.

13. Upon the dissolution of the Corporation, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation, the assets of the Corporation shall be distributed pursuant to a plan of distribution adopted by the Board of Directors, to such organization(s) organized and operated exclusively for religious, charitable, educational and scientific purposes as shall at the time qualify as an organization(s) exempt from federal income taxation under Section 501(c)(3) of the Code, or to the federal government, or a state or local government for a public purpose, as determined by the Board of Directors. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine that are organized and operated exclusively for such purposes, provided that such organization(s) are exempt from federal income taxation under Section 501(c)(3) of the Code.

14. A director of the corporation shall not be liable to the corporation for monetary damages for breach of fiduciary duty as a director; provided, however, that this provision does not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) for a distribution that is unlawful. If Tennessee law is amended or modified to authorize corporate action eliminating or further limiting the personal liability of directors, then the liability of a director of the corporation shall thereupon be eliminated or limited, without the necessity of further amendment of this Charter, to the fullest extent permitted by Tennessee law. Any repeal or modification of the provisions of this Article 14 shall not adversely affect any right of protection of a director of the corporation existing at the time of such repeal or modification.

15. The corporation's initial Board of Directors shall be comprised of the following natural persons:

Angela Goddard
Ben Freeland
Leah Hashinger
Jacobia Dowell

The number of Directors which shall constitute the board of directors shall be as from time to time fixed by the bylaws, but in no event shall there be less than three (3) directors. No director shall be elected by the members except by the affirmative vote of at least a majority of all votes entitled to be cast in such election by all the members. Any vacancy occurring in the board of directors, including a vacancy created by an increase in the number of authorized directors, may be filled for the remainder of the full term of office for a director of that class, by the affirmative vote of a majority of directors in office.

Dated _____________, 2016.

ATTORNEY, Incorporator

CONFLICT OF INTEREST POLICY FOR PARKS AT KIMBRO STATION, INC.

This shall be known as the "Conflict of Interest Policy" for Parks at Kimbro Station, Inc. It has been adopted by action of the Board of Directors. It is subject to amendment by vote of the Board of Directors.

ARTICLE I
PURPOSES

The purpose of this policy is to protect this organization's interest when it is contemplating entering a transaction or arrangement that might benefit the private interest of Interested Parties of might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to the organization.

ARTICLE II
DEFINITIONS

2.1 Board
References to the "Board" or the "Board of Directors" shall mean references to the governing board of directors of the organization.

2.2 Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.3 Financial Interest
A person has a financial interest if the person has, directly or indirectly, thorough business, investment, or family:

(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,

(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III
PROCEDURES

3.1 Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement

3.2 Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest

(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV
RECORDS OF PROCEEDINGS

4.1 Minutes
The minutes of the governing board and all committees with board delegated powers shall contain:
(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V
COMPENSATION

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.
5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.
5.3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
(a) Has received a copy of the conflicts of interest policy,
(b) Has read and understands the policy,
(c) Has agreed to comply with the policy, and
(e) Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII
PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII
COMMITTEES

If the Board should ever create any committees of the board then this policy shall apply equally well to such committees and the members of same.

Effective _____________, 2017.

Signature

Leah Hashinger

Name

Director

Title

{00040428.1}

CONFLICT OF INTEREST POLICY FOR PARKS AT KIMBRO STATION, INC.

This shall be known as the "Conflict of Interest Policy" for Parks at Kimbro Station, Inc. It has been adopted by action of the Board of Directors. It is subject to amendment by vote of the Board of Directors.

ARTICLE I
PURPOSES

The purpose of this policy is to protect this organization's interest when it is contemplating entering a transaction or arrangement that might benefit the private interest of Interested Parties of might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to the organization.

ARTICLE II
DEFINITIONS

2.1 Board

References to the "Board" or the "Board of Directors" shall mean references to the governing board of directors of the organization.

2.2 Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.3 Financial Interest

A person has a financial interest if the person has, directly or indirectly, thorough business, investment, or family:

(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,

(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III
PROCEDURES

3.1 Duty to Disclose
In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement

3.2 Determining Whether a Conflict of Interest Exists
After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest
(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
(c) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy
(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV
RECORDS OF PROCEEDINGS

4.1 Minutes

The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V
COMPENSATION

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(e) Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII
PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII
COMMITTEES

If the Board should ever create any committees of the board then this policy shall apply equally well to such committees and the members of same.

Effective ____________, 2017.

Jacobia C. Dowell
Signature

Jacobia C. Dowell
Name

Director
Title

{00040428.1}

CONFLICT OF INTEREST POLICY FOR PARKS AT KIMBRO STATION, INC.

This shall be known as the "Conflict of Interest Policy" for Parks at Kimbro Station, Inc. It has been adopted by action of the Board of Directors. It is subject to amendment by vote of the Board of Directors.

ARTICLE I
PURPOSES

The purpose of this policy is to protect this organization's interest when it is contemplating entering a transaction or arrangement that might benefit the private interest of Interested Parties of might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to the organization.

ARTICLE II
DEFINITIONS

2.1 Board
References to the "Board" or the "Board of Directors" shall mean references to the governing board of directors of the organization.

2.2 Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.3 Financial Interest
A person has a financial interest if the person has, directly or indirectly, thorough business, investment, or family:
(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.
Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

{00040428.1}

ARTICLE III
PROCEDURES

3.1 Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement

3.2 Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest

(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV
RECORDS OF PROCEEDINGS

4.1 Minutes
The minutes of the governing board and all committees with board delegated powers shall contain:
(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V
COMPENSATION

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.
5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.
5.3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
(a) Has received a copy of the conflicts of interest policy,
(b) Has read and understands the policy,
(c) Has agreed to comply with the policy, and
(e) Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII
PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII
COMMITTEES

If the Board should ever create any committees of the board then this policy shall apply equally well to such committees and the members of same.

Effective 1-3, 2017.

Signature

Angela Goddard
Name

Director
Title

{00040428.1}

CONFLICT OF INTEREST POLICY FOR PARKS AT KIMBRO STATION, INC.

This shall be known as the "Conflict of Interest Policy" for Parks at Kimbro Station, Inc. It has been adopted by action of the Board of Directors. It is subject to amendment by vote of the Board of Directors.

ARTICLE I
PURPOSES

The purpose of this policy is to protect this organization's interest when it is contemplating entering a transaction or arrangement that might benefit the private interest of Interested Parties of might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to the organization.

ARTICLE II
DEFINITIONS

2.1 Board
References to the "Board" or the "Board of Directors" shall mean references to the governing board of directors of the organization.

2.2 Interested Person
Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2.3 Financial Interest
A person has a financial interest if the person has, directly or indirectly, thorough business, investment, or family:
(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.
Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III
PROCEDURES

3.1 Duty to Disclose
In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement

3.2 Determining Whether a Conflict of Interest Exists
After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest
(a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
(b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
(c) After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.4 Violations of the Conflicts of Interest Policy
(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV
RECORDS OF PROCEEDINGS

4.1 Minutes

The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V
COMPENSATION

5.1 A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI
ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(e) Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII
PERIODIC REVIEWS

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII
COMMITTEES

If the Board should ever create any committees of the board then this policy shall apply equally well to such committees and the members of same.

Effective ____________, 2017.

Signature

Ben Freeland

Name

Director

Title

{00040428.1}

BY-LAWS OF

PARKS AT KIMBRO STATION, INC.

ARTICLE I

NAME AND INCORPORATION

Section 1. Name. The name of this organization shall be **Parks at Kimbro Station, Inc.** (the "Corporation").

Section 2. Incorporation. The organization shall be a Tennessee corporation incorporated under the laws of that state. The Corporation shall not have members. The Corporation will be a not for profit corporation and it is intended that it will qualify as a tax-exempt entity under the provisions of Section 501 (c) (3) of the Internal Revenue Code and the laws of the State of Tennessee.

ARTICLE II

PRINCIPAL OFFICE

Section 1. Principal Office. The principal office of the Corporation shall be located at 5333 Hickory Hollow Parkway, Antioch, TN, 37013and the Corporation shall have such other offices at such other places within or without the State of Tennessee as the Board of Directors may from time to time determine or as the business of the Corporation may require. All books and records of the Corporation will be maintained at its principal office.

ARTICLE III

PURPOSE

Section 1. Business Purpose. The purpose of the Corporation is:

A. to preserve the natural resources and spaces of the parks in Southeast Nashville;
B. to partner with Metropolitan Government of Nashville Parks and Recreation department and other organizations to create meaningful outdoor recreational experiences for the Southeast community;
C. to engage the community through meaningful programming in the areas of health, wellness and livability, nature and natural landscapes, agriculture and nature education, multi-cultural recreations, social equity and access to parks, and historic preservation.
D. to engage in other activities in furtherance of such purposes and exercise any and all powers, rights, and privileges as may be authorized by the Charter of the Corporation and that are permitted to be carried on by an entity either (i) exempt from Federal income taxation under Section 501(c)(3) of the Code, or (ii) to which contributions are deductible under Section 170(c)(2) of the Code.

Section 2. Other Activities. The Corporation may engage in any other lawful activity in furtherance of the above stated purposes as may, from time to time, be determined appropriate by the Board of Directors.

ARTICLE IV

PROHIBITED ACTIVITIES

Section 1. Notwithstanding any other provision of these Bylaws, no Director, officer, employee, or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended, and its Regulations as they now exist or as they may hereafter be amended, or by an organization described in Sections 170 (c)(2), 2055 (a) and 2522 (a) of such Code and Regulations as they now exist or as they may hereafter be amended.

Section 2. (a) The Corporation shall not lobby (including the publishing or distribution of statements) or otherwise attempt to influence legislation except as authorized by a resolution adopted by the Board of Directors.

(b) The Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political or judicial campaign on behalf of any candidate for public office whatsoever.

Section 3. No part of the net income or net assets of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, members or other private persons. However, the Corporation is authorized to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of its tax-exempt purposes.

Section 4. In the conduct of all aspects of its activities, the Corporation shall not discriminate on the grounds of race, color, national origin, sexual orientation, or gender.

Section 5. A conflict of interest occurs when a person under a duty to promote the interests of the Corporation (a "fiduciary") is in a position to promote a competing interest instead. Fiduciaries include all Corporation employees, directors or officers, and members of any Corporation committee. Undisclosed or unresolved conflicts of interest are a breach of the duty to act in the best interests of the Corporation and work to the detriment of the Corporation.

Section 6. Conflicts of interest are likely to arise whenever: a) a fiduciary has a personal interest in a vendor of goods or services to the Corporation; b) Corporation employees are loaned to other organizations, or the employees of another organization are loaned to this Corporation; c) Corporation fund raisers give financial advice to donors; or d) project funding requests are submitted by a potential or actual grant recipient with which a fiduciary is connected.

Section 7. All conflicts of interest must be disclosed to the Board of Directors. After disclosure is made, the individual with a conflicting interest must not participate in judging the merits of that interest. That is, such individual must abstain from voting on, or recommending a course of action with respect to, the situation giving rise to the conflict. When these are done, the conflict of interest has been properly discharged.

Section 8. The Corporation, through the Board of Directors, shall encourage all fiduciaries to prevent conflicts of interest where possible.

(a) Fiduciaries should refuse to enter into self-dealing relationships with the Corporation as a vendor.

(b) Fiduciaries should not accept anything but gifts of insubstantial value from vendors.

(c) The lending of employees to, or acceptance of loaned employees from, other organizations should be avoided. If done, however, a clearly drafted contract defining wages, responsibilities, indemnification and conditions of employment is required.

(d) Fund raisers should be advised not to recommend that making any donation to the Corporation is in the best interests of a donor.

(e) Financial, tax, and legal aspects of giving to the Corporation should be discussed with a donor only when the donor has independent financial, tax or legal counsel present.

(f) Donors who plan to make a sizeable gift in response to a personal solicitation should be encouraged to act only with the advice of independent counsel.

(g) A fiduciary should not participate in any way to submit, review, process or make a recommendation concerning a funding proposal on behalf of any potential or actual grant recipient which employs him or her or with which the fiduciary is affiliated or related, or concerning a funding proposal for a project in which the fiduciary will participate.

Section 9. The Corporation shall not be a voluntary party in any litigation without the prior written approval of the Board of Directors.

Section 10. Only voting members of the Corporation may lead Corporation meetings and other Corporation activities

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board of Directors shall have the responsibility of establishing policy for and providing oversight of the operations of the Corporation. In addition to the powers and authority expressly conferred upon them by these Bylaws, the Board may exercise all the powers of the Corporation and do all lawful acts and things as are required to be exercised or done.

Section 2. Number of Directors. The Board of Directors shall consist of up to 16 elected members and at no time shall the number of members be less than three. The specific number of directors shall be established by a resolution of the Board of Directors.

Section 3. Term. Directors shall serve for a term of two years. A Director may be re-elected for up to three, two-year terms. Any member elected to fill an unscheduled vacancy shall be elected for the remaining portion of the scheduled term of that vacancy. Notwithstanding any other limitation on terms of directors, the Chair of the board may serve an additional year on the board if completion of the term as Chair coincides with the individual's last year in a second consecutive term as director.

Section 4. Election. Persons nominated for the Board of Directors shall be elected by a majority vote of the then current members of the Board of Directors.

Section 5. Resignation of a Director. A Director may resign by tendering notice in writing, to the Chair or the President.

Section 6. Removal of a Director. Any Director who fails to discharge fully and faithfully the duties of his or her office or who has been absent from three consecutive regular meetings of the Board may be removed by a majority of the Directors then in office.

Section 7. Quorum & Voting. A quorum to transact business at any special or voting regular meeting of the Board of Directors shall be the presence of a simple majority of the members then in office. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Charter of the Corporation, or by these Bylaws. Voting by proxy shall not be permitted. A director may participate in any meeting of the directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this paragraph constitutes presence in person at the meeting. The transactions of any meetings of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though they had a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting by consent in writing, setting forth the action so taken. If all directors consent to taking such action without a meeting, the affirmative vote of all Directors then in office, evidenced by their signatures on such written consent, shall have the same force and effect as a majority vote at a meeting of the Board of Directors. Such consent shall be filed with the regular minutes of the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as are fixed from time to time by the Board of Directors. The first regular meeting scheduled in each calendar year shall be designated the annual meeting of the Board of Directors. Notice of the time and place for such meetings shall be given in accordance with Section 11 below.

Section 10. Special Meetings. Special meetings may be held at any time upon call of the Chair, Vice Chair or any three Directors.

Section 11. Notice of Meetings. Notice of the time and place of regular and special meetings shall be given to each Director at the place so indicated for such notice according to the records of the Corporation prior to such meeting. If mailed, such notice shall be deposited in the U. S. Mail not less than seven (7) days before the date of the meeting. If delivered in person, be telephone or telegram, such notice shall be delivered not less than two (2) days before the meeting. If mailed, such notice shall be deemed to be delivered when deposited, so addressed and with postage prepaid, in the United States mail. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when a director attends for the sole, express purpose of objecting to the transaction of business thereat, on the ground that the meeting in not lawfully called or convened, and so states in writing prior to the conduct of any business at the meeting.

Section 12. Compensation. Directors, and members of any committee of the Board of Directors, shall not be entitled to any compensation for their services as Directors or members of any such committee. Directors and committee members will not be reimbursed for any expenses incurred in connection with their services as Directors or members of a committee unless, in special circumstances, such reimbursement is approved by a vote of the Board of Directors.

Section 13. Records. The Board of Directors shall keep a record of all their proceedings, and these records and the principal books of the Corporation shall be kept at the principal office of the Corporation, with the necessary books and records being kept at such place or places as the Board of Directors may from time to time determine. All of these books and records shall be subject to the inspection of any Director at any reasonable time of the day.

ARTICLE V

COMMITTEES

Section 1. Executive Committee. The Board of Directors may establish an Executive Committee, which shall functions as follows. The Executive Committee shall consist of the Officers of the Corporation, the immediate past Chair and the Chairs of any then existing committees which shall have been designated from time to time by the Board of Directors. The Committee shall have the power and responsibility to take any necessary action on behalf of the Corporation between meetings of the Board of Directors and majority vote of the members shall control. The Committee will meet at such time and place as determined by the Chair or President. A majority of the members of the Committee shall constitute a quorum for the purpose of transacting business. Meetings of the Committee may be held by conference telephone or internet call, as long as a quorum is participating simultaneously and all of the members can hear the conversation. Any action required or permitted to be taken at a meeting of the Committee may be taken without a meeting by consent in writing, setting forth the action so taken. If all committee members consent to taking such action without a meeting, the affirmative vote of a majority of the Committee, evidenced by their signatures on such written consent shall have the same force and effect as a majority vote at a meeting of the Committee. Any action taken by the Committee shall be reported to the Board of Directors at its next meeting.

ARTICLE VI

OFFICERS

Section 1. Elective Officers. The officers of the Corporation shall be a Chair, President, Secretary and Treasurer and may include such other officers as may be deemed necessary by the Board of Directors. The officers shall be elected at the annual meeting of the Board. Officers shall be members of the Board of Directors. The officers of the Corporation shall exercise such powers and perform such duties as are specified in these Bylaws or are from time to time conferred by the Board of Directors.

Section 2. Term of Office. Each officer shall serve at the pleasure of the Board. The term of office shall be for a period of one year, or until a successor shall have been elected, or until his or her death, resignation or removal.

Section 3. Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

Section 4. Vacancies and Absences. Any vacancy in an office from any cause may be filled for the unexpired portion of the term by the Board of Directors. In the case of an absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, any of the powers and duties of such officer to any other officer or to any Director, provided a majority of the then current members of the Board concurs therein.

Section 5. Duties of Officers.

(a) Chair. The Chair shall serve as chairman of the Board of Directors and the Executive Committee and preside at meetings of those bodies. The Chair shall be an Ex Officio member of all standing committees of the Board. The Chair shall have general supervision over the active management of the affairs of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect. The Chair shall work closely with the President in matters of policy, program and administration and shall perform such other duties as the Board of Directors may from time to time prescribe.

(b) President. The President shall assist the Chair in the duties so assigned, perform the duties and possess and exercise the powers of the Chair in the event of the Chair's absence or disability, and perform such other duties as the Board of Directors may from time to time prescribe.

(c) Secretary. The Secretary shall attend all meetings of the Board of Directors and Executive Committee and record all votes, attendance at the meetings and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors and shall keep a record of all members of the Board of Directors and the address to be used for each member for purposes of giving notice of meetings. The Secretary shall perform such other duties as may be prescribed from time to time by the Board of Directors.

(d) Treasurer. The Treasurer shall have custody of the Corporation's funds and securities, shall keep or cause to be kept full and accurate account of financial transactions in books belonging to the Corporation, and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse or cause to be disbursed the funds of the Corporation as required ¬in the ordinary course of business or as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Chair and directors at the regular meetings of the Board, or whenever they may require it, an account of all financial transactions and the financial condition of the Corporation.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification of Directors and Officers. The Corporation shall indemnify each present and future director and officer of the Corporation, and his or her heirs, executors and administrators, to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted.

ARTICLE VIII

CORPORATE ACTIONS

Section 1. Contracts. Unless otherwise required by these Bylaws or the Board of Directors, the Chair or President shall execute contracts or other instruments on behalf of and in the name of the Corporation. The Board of Directors may from time to time authorize any other officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Corporation as it may deem appropriate, and such authority may be general or confined to specific instances. When the execution of any contract or other instrument has been authorized by the Board of Directors without specification of the executing officer, the President, either alone or with the Secretary, may execute the same in the name of, and on behalf of, the Corporation, and any such officer may affix the corporate seal (if any) of the Corporation thereto.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Voting Securities Held by the Corporation. Unless otherwise required by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend any meeting of security holders, or to take action on written consent as a security holder, of other corporations in which the Corporation may hold securities. In connection therewith the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation possesses. The Board of Directors may, from time to time, confer like power upon any other person or persons and may revoke any such powers as granted at its pleasure.

Section 4. Disposition upon Dissolution. Upon the dissolution or winding up of the Corporation, or in the event it shall cease to engage in carrying out the purposes and goals set forth in these Bylaws, all of the business, properties, assets and income of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of this Corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for tax exempt purposes which are reasonably related to the purposes and goals of this Corporation, as may be determined by the Board of Directors of this Corporation in its sole discretion, and which has established its tax exempt status under §501(c)(3) of the Internal Revenue Code of 1986, as amended. In no event shall any of the business, properties, assets or income of this Corporation, in the event of dissolution thereof, be distributed to the directors, members or officers, either for the reimbursement of any sums subscribed, donated or contributed by the same, or for any other purposes.

ARTICLE IX

FISCAL YEAR

Section 1. Fiscal Year and Leadership Year. The fiscal year and leadership year of the Corporation shall be determined by the Board of Directors and in the absence of such determination shall be the calendar year.

ARTICLE X

DEPOSITORIES

Section 1. Depositories. The Board of Directors shall have the power to select depositories for the funds of the Corporation and power to direct the method and manner of signing checks, notes, and other instruments binding on the Corporation.

ARTICLE XI

AMENDMENTS

Section 1. Amendments to Bylaws. Except as otherwise required by law, these Bylaws may be amended by a majority vote at any meeting of the Board of Directors, if notice of the proposed alteration or amendment is contained in the notice of the meeting.

CERTIFICATE

It is hereby certified on this date that I am the duly elected and qualified President of the Corporation, and that on DECEMBER 7, 2016, the foregoing Bylaws were adopted by unanimous vote of all the Board of Directors.

President

ORGANIZATION BY UNANIMOUS WRITTEN CONSENT OF

PARKS AT KIMBRO STATION, INC.

The undersigned, in the respective capacities of Incorporator and Directors of Parks at Kimbro Station, Inc. (the "Corporation"), a Tennessee nonprofit corporation, take the following organizational actions pursuant to Tenn. Code Ann. § 48-52-105(b). Capitalized terms used in this consent have the meanings ascribed them in the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. § 48-51-101 et seq., (as amended, the "Act") and the Corporation's Charter or Bylaws.

I. ACTS OF INCORPORATOR

1.1 Charter. A copy of the Charter of the Corporation, attached hereto as Exhibit A, together with receipts showing payment of the statutory formation filing fee and Davidson County, Tennessee recordation fee, shall be inserted in the Minute Book of the Corporation.

1.2 Election of Directors. The following resolution is hereby adopted:

RESOLVED, that the following individuals are hereby elected to serve as Directors of the Corporation, consistent with the Act and the Charter:

Angela Goddard
Ben Freeland
Leah Hashinger
Jacobia Dowell

1.3 Resignation of Incorporator. The Incorporator hereby resigns his position as Incorporator of the Corporation, effective immediately.

II. ACTS OF BOARD OF DIRECTORS

2.1 Approval. All of the acts of the Incorporator relative to the incorporation of the Corporation and by the written consent contained in this instrument are hereby ratified and approved.

2.2 Bylaws. Bylaws for the internal regulation and management of the Corporation, attached hereto as Exhibit B, are hereby adopted and shall be placed in the Minute Book of the Corporation.

2.3 Conflict of Interest Policy. A Conflict of Interest Policy, attached hereto as Exhibit C, is hereby adopted.

2.4 Election of Officers. The following resolution is hereby adopted:

RESOLVED, that the following are hereby elected to serve as Officers of the Corporation:

Ben Freeland, Chair	Angela Goddard, Secretary
Leah Hashinger, President	Jacobia Dowell, Treasurer

2.4 Organization Expenses. The Chair, President and the Secretary of the Corporation are hereby authorized to pay, as expenses of the Corporation, all charges and expenses incident to or arising out of its formation and organization and to reimburse any person who has made any disbursement therefor.

2.5 Depository; Loans. The Treasurer of the Corporation is hereby authorized to open an account in the name of the Corporation at a federally insured depository institution as they shall select. The President, Secretary, and Treasurer are hereby authorized to execute the standard form resolution of such bank if any such account is opened, and the resolution shall be placed in the Minute Book following this instrument.

2.6 Fiscal Year. The following resolution is hereby adopted:

RESOLVED, that the Corporation's annual accounting period shall commence the first day of January and end the thirty-first day of December of each year.

The undersigned execute this Written Consent on December ____, 2016, and the Secretary of the Corporation shall place it in the Minute Book of the Company. All of the undersigned vote in favor of the above resolutions.

INCORPORATOR:

____
[ATTORNEY'S NAME HERE]

DIRECTORS:

____
NAME

Jacobia C Dowell
____
NAME

{00040439.1}

NAME

NAME

{00040439.1}

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: Friends of Mill Ridge Park

General Information

SOS Control #	000882326	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	01/10/2017
	01/10/2017 8:36 AM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address
DARRELL HAWKS
1003 ROSA L PARKS BLVD
NASHVILLE, TN 37208

Principal Address
DARRELL HAWKS
12965 OLD HICKORY BLVD
ANTIOCH, TN 37013-2410

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

Date Filed	Filing Description	Image #
04/01/2024	2023 Annual Report	B1541-8463

Registered Agent First Name Changed From: ANGELA To: DARRELL
Registered Agent Last Name Changed From: MORETTI GODDARD To: HAWKS
Registered Agent Physical Address 1 Changed From: 104 WOODMONT BLVD To: 1003 ROSA L PARKS BLVD
Registered Agent Physical Address 2 Changed From: STE 310 To: No Value
Registered Agent Physical Address 3 Changed From: JOE C. DAVIS FOUNDATION To: No Value
Registered Agent Physical Postal Code Changed From: 37205 To: 37208

03/28/2023	2022 Annual Report	B1364-8339

Registered Agent Last Name Changed From: GODDARD To: MORETTI GODDARD
Registered Agent Physical Address 1 Changed From: 5333 HICKORY HOLLOW PKWY To: 104 WOODMONT BLVD
Registered Agent Physical Address 2 Changed From: No Value To: STE 310
Registered Agent Physical Address 3 Changed From: C/O BEN FREELAND To: JOE C. DAVIS FOUNDATION
Registered Agent Physical City Changed From: ANTIOCH To: NASHVILLE
Registered Agent Physical Postal Code Changed From: 37013-3109 To: 37205

03/30/2022	2021 Annual Report	B1191-5739

Principal Address 1 Changed From: 5333 HICKORY HOLLOW PKWY To: 12965 OLD HICKORY BLVD
Principal Address 3 Changed From: C/O BEN FREELAND To: DARRELL HAWKS
Principal Postal Code Changed From: 37013-3109 To: 37013-2410

Filing Information

Name: Friends of Mill Ridge Park

04/01/2021	2020 Annual Report	B1014-3424
03/24/2020	2019 Annual Report	B0845-0566
03/06/2019	2018 Annual Report	B0663-9055
12/14/2018	Articles of Amendment	B0621-7928
Filing Name Changed From: Parks at Kimbro Station, Inc. To: Friends of Mill Ridge Park		
03/28/2018	2017 Annual Report	B0524-4731
01/10/2017	Initial Filing	B0321-8203
Record Status Changed From: Pending To: Active		

Active Assumed Names (if any)	Date	Expires

FRIENDS OF MILL RIDGE PARK

ANTIOCH, TN

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2024

Independent Auditor's Report

The Board of Directors
Friends of Mill Ridge Park
Antioch, TN

Opinion

We have audited the accompanying financial statements of Friends of Mill Ridge Park (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 financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

7625 Wisconsin Avenue, Suite 317 | Bethesda, Maryland 20814
202.770.6371 | www.mullinspc.com | john@mullinspc.com

Friends of Mill Ridge Park
Antioch, TN

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Mullin PC

Bethesda, Maryland
December 16, 2025

Certified Public Accountants

7625 Wisconsin Avenue, Suite 317 | Bethesda, Maryland 20814
202.770.6371 | www.mullinspc.com | john@mullinspc.com

Friends of Mill Ridge Park

Statement of Financial Position
December 31, 2024

Assets	
Cash and Cash Equivalents	**$ 731,832**
Investments	**840,470**
Property and Equipment - Net	**58,661**
Total Assets	**$ 1,630,963**
Liabilities and Net Assets	
Liabilities	
Accounts Payable and Accrued Expenses	**$ 675**
Total Liabilities	**675**
Net Assets	
Without Donor Restrictions	**568,230**
With Donor Restrictions	**1,062,058**
Total Net Assets	**1,630,288**
Total Liabilities and Net Assets	**$ 1,630,963**

See Accompanying Notes to Financial Statements

Friends of Mill Ridge Park

Statement of Activities
For The Year Ended December 31, 2024

	Without Donor Restrictions	With Donor Restrictions	**Total**
Revenues			
Grants and Contributions	$ 369,048	$ -	**$ 369,048**
Events Income	27,500	-	**27,500**
Rental Income	252,200	-	**252,200**
Investment Income - Net	26,561	-	**26,561**
Net Assets Released from Restrictions	37,942	(37,942)	**-**
Total Revenues	713,251	(37,942)	**675,309**
Expenses			
Program Services	218,174	-	**218,174**
Supporting Services			
General and Administrative	91,535	-	**91,535**
Fundraising	37,951	-	**37,951**
Total Supporting Services	129,486	-	**129,486**
Total Expenses	347,660	-	**347,660**
Changes in Net Assets	365,591	(37,942)	**327,649**
Net Assets, Beginning of Year	202,639	1,100,000	**1,302,639**
Net Assets, End of Year	$ 568,230	$ 1,062,058	**$ 1,630,288**

See Accompanying Notes to Financial Statements

Friends of Mill Ridge Park

Statement of Functional Expenses
For The Year Ended December 31, 2024

	Program Services	General and Administrative	Fundraising	**Total**
Personnel Costs	$ 146,250	$ 64,261	$ 11,080	**$ 221,591**
Professional Services	18,897	14,955	1,432	**35,284**
Office Expense	14,010	6,156	1,061	**21,227**
Travel	442	194	33	**669**
Meetings and Events	33,495	463	24,120	**58,078**
Technology and Website	2,888	1,094	58	**4,040**
Insurance	-	3,449	-	**3,449**
Advertising and Promotion	1,703	748	130	**2,581**
Depreciation	423	186	32	**641**
Other	66	29	5	**100**
Total	$ 218,174	$ 91,535	$ 37,951	**$ 347,660**

See Accompanying Notes to Financial Statements

Friends of Mill Ridge Park

Statement of Cash Flows
For The Year Ended December 31, 2024

Cash Flows from Operating Activities	
Change in Net Assets	**$ 327,649**
Adjustments to Reconcile Change in Net Assets	
to Net Cash Provided by (Used in) Operating Activities	
Depreciation	**641**
(Gains) Losses on Investments	**(2,405)**
Increase (Decrease) in Liabilities	
Accounts Payable and Accrued Expenses	**674**
Net Cash Provided by (Used in) Operating Activities	**326,559**
Cash Flows from Investing Activities	
Sales of Investments	**301,164**
Purchases of Property and Equipment	**(55,242)**
Net Cash Provided by (Used in) Investing Activities	**245,922**
Increase (Decrease) in Cash and Cash Equivalents	**572,481**
Cash and Cash Equivalents, Beginning of Year	**159,351**
Cash and Cash Equivalents, End of Year	**$ 731,832**

See Accompanying Notes to Financial Statements

1. ORGANIZATION PURPOSE

Friends of Mill Ridge Park (the Organization) was founded to enhance and advocate for Mill Ridge Park to strengthen the community in Southeast Davidson County, Tennessee. The Organization intends Mill Ridge Park to be a destination park that welcomes the diverse community of Southeast Davidson County with facilities, programs, services, activities, and events for outdoor recreation, education, conservation and cultural enrichment.

The Organization's programs are funded primarily by grants and contributions.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which requires the Organization to report information regarding its financial position and activities in accordance with the accrual basis of accounting and the following net asset classifications:

Net Assets Without Donor Restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of management and the Board of Directors.

Net Assets With Donor Restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. There were no net assets with perpetual donor restrictions.

Use of Estimates

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

Investments

Investments are recorded at estimated fair value based on quoted prices, when available. Investment income or loss is included in the statement of activities as increases or decreases in net assets without donor restrictions unless the income or loss is restricted by donor or law. Interest and dividends are recorded as revenue when earned.

Property and Equipment

Property and equipment are recorded at cost, or if donated, such assets are capitalized at the estimated fair value at the date of receipt. The Organization capitalizes all expenditures for property and equipment over $500. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets which range from three to seven years. When assets are sold or otherwise disposed of, the asset and related accumulated depreciation and amortization are removed from the accounts, and any remaining gain or loss is included in operations. Repairs and maintenance are charged as expenses when incurred.

Construction-in-process is not depreciated until the assets are placed in service.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Grants and contributions, including unconditional promises to give, are recognized as revenues in the period received or pledged. Conditional promises to give are not recognized until the conditions on which they depend are substantially met. Contributions of assets, other than cash, are recorded at their estimated fair value at the date of gift. Contributed services and materials are recorded at their estimated fair value if they would otherwise be purchased if not provided by donation and provided by professionals in their field.

Rental income is reported as revenue when earned.

Functional Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, occupancy and office expenses, depreciation, information technology costs, and insurance have been allocated among the programs and supporting services benefits based on employee time and effort.

Income Tax Status

The Organization is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code.

Uncertain Tax Positions

The Organization follows the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC), which provides guidance on accounting for uncertainty in income taxes recognized in the Organization's financial statements, if any. As of December 31, 2024, the Organization had no unrecognized tax benefits related to uncertain tax positions in its information return that would qualify for either recognition or disclosure in its financial statements.

The Organization's policy would be to recognize interest and penalties on tax positions related to its unrecognized tax benefits in income tax expense in the financial statements. Through December 31, 2024, there have been no matters that would have resulted in an accrual for interest and/or penalties.

Subsequent Events

Management has evaluated events for disclosure in these financial statements through December 16, 2025, which is the date the financial statements are available to be issued.

Subsequent to year end, the federal administration introduced a series of Executive Orders, memos, and federal agency guidance regarding new compliance obligations, cost considerations, and enforcement risks which may directly impact federal, state, and local grants. The implications of many of these measures are unclear. As a result, there is uncertainty regarding the future availability of grant funding and its potential impact on the Organization.

3. Concentration of Credit Risk

The Organization maintains cash accounts in banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per financial institution. At December 31, 2024, the Organization's bank balances exceeded the insured limit by approximately $280,000.

4. Investments and Fair Value Measurements

The Organization complies with the Financial Accounting Standards Codification topic Fair Value Measurements. This standard establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy under this standard are described below:

Financial assets valued using Level 1 inputs are based on unadjusted quoted market prices for identical assets within active markets. Financial assets valued using Level 2 inputs, if any, are based primarily on quoted prices for similar assets in active or inactive markets. Financial assets valued using Level 3 inputs, if any, are valued using unobservable inputs to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date. The Organization held no investments valued using Level 3 inputs at December 31, 2024.

The following is a description of the valuation methodologies used for instruments measured at fair value and their classification in the valuation hierarchy:

Equities - Comprised of corporate stock and mutual funds listed on the national market or exchanges which are valued at the last sales price, or if there is no sale and the market is still considered active, at the last transaction price before yearend. Such securities are classified within Level 1 of the valuation hierarchy.

Fixed income - Comprised of governmental agency securities, corporate bond obligations, certificates of deposits, municipal revenue bonds, and international fixed income securities which are valued at the last sales price, or if there is no sale and the market is still considered active, at the last transaction price before year-end. Fixed income bonds may be valued using pricing models maximizing the use of observable inputs for similar securities. Fixed income and corporate and municipal bonds are classified in Level 2 of the valuation hierarchy.

The following tables set forth by level within the fair value hierarchy the Organization's investment assets at fair value as of December 31, 2024. As required by this topic, individual assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

	Fair Value	Level 1 Inputs	Level 2 Inputs
Certificates of Deposit	$ 823,796	$ -	$ 823,796
Equities	16,674	16,674	-
Investments	$ 840,470	$ 16,674	$ 823,796

4. Investments and Fair Value Measurements (Continued)

The following summarizes the net investment income as reported in the statement of activities for the year ended December 31, 2024:

Gains and (Losses)	$ 2,405
Interest and Dividends	24,156
Invesment Income - Net	$ 26,561

The Organization invests in equities and fixed income securities. Such investments are exposed to various risks such as market and credit. Due to the level of risk associated with such investments, and the level of uncertainty related to changes in the value of such investments, it is at least reasonably possible that changes in risks in the near term could materially affect investment balances and the amounts reported in the financial statements.

5. Property and Equipment

Property and equipment consisted of the following as of December 31, 2024:

Equipment	$ 21,787
Construction - In - Progress (Barn)	37,942
Total Cost	59,729
Accumulated Depreciation	(1,068)
Property and Equipment - Net	$ 58,661

Depreciation expense for the year ended December 31, 2024, was $641.

6. Net Assets

Net assets with donor restrictions as of December 31, 2024, were as follows:

As of December 31, 2024, net assets without donor restrictions were undesignated.

	Beginning of Year	Contributions	Releases	End of Year
Community Barn	$ 1,100,000	$ -	$ (37,942)	$ 1,062,058

7. Availability and Liquidity

The following represents the Organization's financial assets at December 31, 2024:

Financial Assets at Year End:		
Cash and Cash Equivalents	$	731,832
Investments		840,470
Total Financial Assets		1,572,302
Less Amounts Not Available To Be Used Within One Year:		
Net Assets With Donor Restrictions		1,062,058
		1,062,058
Financial Assets Available to Meet General Expenditures Over the Next Twelve Months	$	510,244

The Organization has a policy to structure its financial assets to be available and liquid as its obligations become due.

Attachment H

FRIEOFM-12 TCAGE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2025

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

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

PRODUCER License # 1298 Hub International Mid-South 3011 Armory Drive Suite 250 Nashville, TN 37204	CONTACT NAME: PHONE (A/C, No, Ext): (615) 383-9761 FAX (A/C, No): (615) 383-4628 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Mutual	15032
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Friends of Mill Ridge Park
PO Box 676
Antioch, TN 37011

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			01-0008-115	3/5/2025	3/5/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 2,500			01-0030-546	3/5/2025	3/5/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER

Metropolitan Government of Nashville & Davidson County
2565 Park Plaza
Nashville, TN 37203

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34349-55326	88322	GG-26-88322-00	1

Contractor Legal Entity Name	Edison Vendor ID
Metropolitan Government of Nashville and Davidson County	4

Amendment Purpose & Effect(s)

Increase awarded amount of federal funds for NDR TB Program

Amendment Changes Contract End Date: ☐ YES ☒ NO | **End Date:** 6/30/2026

TOTAL Contract Amount INCREASE **per this Amendment** (zero if N/A): **$22,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$1,351,900.00	$211,000.00	0	0	$1,562,900.00
TOTAL:	**$1,351900.00**	**$211,000.00**	**0**	**0**	**$1,562,900.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE

Speed Chart (optional)	**Account Code** (optional)
HL00006847 HL00006848	71301000

AMENDMENT 1
OF GRANT CONTRACT 34349-55326

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Department of Health, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

    C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million, Fve Hundred and Sixty-Two Thousand, Nine Hundred Dollars ($1,562,900.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget 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 Grantee.

2. Grant Contract Attachment 1 (Federal Award Identification Worksheet) is deleted in its entirety and replaced with the new attachment 1 attached hereto.

3. Grant Contract Attachment 2 (budget) is deleted in its entirety and replaced with the new attachment 2 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all final approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

______________________________ ______________________
Director, Metro Public Health Department **Date**

______________________________ ______________________
Chair, Board of Health **Date**

APPROVED AS TO AVAILABILITY OF FUNDS:

______________________________ ______________________
Director, Department of Finance **Date**

APPROVED AS TO RISK AND INSURANCE:

______________________________ ______________________
Director of Risk Management Services **Date**

APPROVED AS TO FORM AND LEGALITY:

______________________________ ______________________
Metropolitan Attorney **Date**

______________________________ ______________________
Metropolitan Mayor **Date**

ATTEST:

______________________________ ______________________
Metropolitan Clerk **Date**

DEPARTMENT OF HEALTH:

______________________________ ______________________
Dr. John R. Dunn **Date**
Interim Commissioner

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Metropolitan Government of Nashville and Davidson County
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	NU52PS910295
Federal award date	9/24/2025
Subaward Period of Performance Start and End Date	7/1/2025 – 6/30/2026
Subaward Budget Period Start and End Date	1/01/2025 - 12/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.116, Project Grants and Coopreative Agreements for Tuberculosis Control Programs.
Grant contract's begin date	7/01/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	$211,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$943,309.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Tuberculosis Elimination in Tennessee
Name of federal awarding agency	Centers for Disease Control and Prevention
Name and contact information for the federal awarding official	Mr. Anthony Fultz Grants Management Specialist Centers for Diease Control & Prevention Infectious Disease Services Branch District Chamblee, Bldg. 2900 TCU-3 Atlanta, GA 30341 404-498-4033 qjj7@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Chuck Owen Tennessee Department of Health TB Elimination 710 James Robertson Parkway Nashville, TN 37243 615-253-1367 chuck.owen@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	14.7%

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET

Metropolitan Government of Nashville and Davidson County
TB Control & Prevention

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:

BEGIN: 7/1/2025 **END: 6/30/2026**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries [2]	$1,035,100.00	$0.00	$1,035,100.00
	Benefits & Taxes	$403,600.00	$0.00	$403,600.00
	Professional Fee, Grant & Award [2]	$25,600.00	$0.00	$25,600.00
	Supplies	$10,000.00	$0.00	$10,000.00
	Telephone	$8,000.00	$0.00	$8,000.00
	Postage & Shipping	$500.00	$0.00	$500.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
	Printing & Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings [2]	$36,000.00	$0.00	$36,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals [2]	$8,900.00	$0.00	$8,900.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (2.305% of total costs, rounded)	$35,200.00	$0.00	$35,200.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$1,562,900.00**	**$0.00**	**$1,562,900.00**

1 Each expense object line-item shall be defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

FLOW-TECH
WATER TREATMENT SYSTEM

Hello Metro Animal Care team,

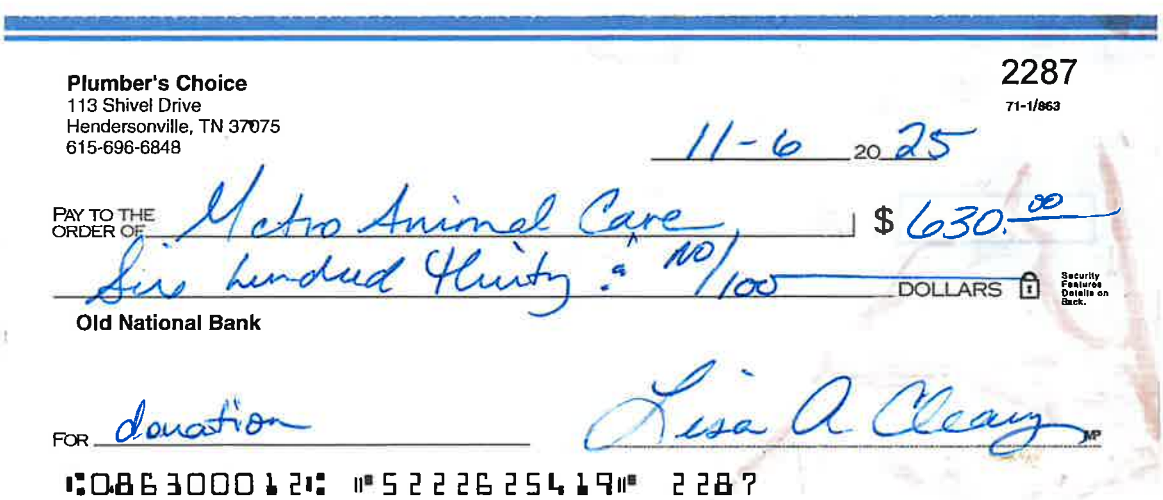
We wanted to reach out and formally thank you for partnering with us on our recent fundraiser. Our goal was to help cover the adoption fees for dogs who have been in your care the longest, and we are so grateful for the work you do every day to give these animals a second chance.

We sell water treatment solutions to contractors across the United States, and through this fundraiser we were able to raise **$630** to support your adoption efforts. This cause is especially meaningful to us because we believe everyone deserves access to clean, filtered water, including our furry friends. Supporting animals who are waiting the longest for a home felt like a natural extension of that belief.

We truly hope this contribution helps make it a little easier for these dogs to find loving families. If possible, we would absolutely love to receive any stories or photos of dogs whose adoption fees were covered through this fundraiser. Being able to share those outcomes with our community would mean a lot and would help us continue spreading awareness and support.

Thank you again for everything you do for the animals in our community. We're grateful to be able to support your mission and look forward to continuing to help in any way we can.

Warmly,
Jordan Usrey
Plumber's Choice Water / Flow-Tech
Jordan@plumberschoicewater.com


Plumber's Choice
113 Shivel Drive
Hendersonville, TN 37075
615-696-6848

2287
71-1/863

11-6 20 25

PAY TO THE ORDER OF Metro Animal Care $ 630.00

Six hundred thirty & no/100 DOLLARS

Security Features Details on Back.

Old National Bank

FOR donation

⑆086300012⑆ ⑈5222625419⑈ 2287

Receipt Number: **R26-324722**

Metro Animal Care And Control

5125 Harding Place, Nashville, TN 37211

(615) 862-7928

Person Information: PLUMBERS CHOICE
113 SHIVEL DR
HENDERSONVILL, TN 37075
Phone: (615) 696-6848
Check / Card No:

Receipt Date: Saturday, January 31, 2026

PID: P385091

Item:	Animal ID:	Reference No:	Price:	Each:	Amount:
DONATION			$630.00	1	630.00
				Total Fees Due:	**$630.00**
			Payments:	Cash:	$0.00
				Check:	$630.00
				Credit Card:	$0.00
				Total Payments Received:	**$630.00**

Thank You!

Change:	$0.00
Balance Due:	$0.00

Despite our best efforts, we can not guarantee the health of the animal you have adopted. If your new pet becomes sick within 72 hours (3 working days), please return the animal to Metro Animal Care and Control and our veterinarian will examine the animal. If you choose to take your sick pet to a private veterinarian, you will be responsible for all costs incurred. **No refunds of the adoption fee offered after ten (10) days.**

Adoption and Reclaim Hours
Sunday-Saturday 10 AM-4 PM
Thursday 10 AM-6 PM

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department	Date

Chair, Board of Health	Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance	Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services	Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney	Date

FILED:

Metropolitan Clerk	Date

MEMORANDUM OF UNDERSTANDING
Between
The Metropolitan Government of Nashville and Davidson County
Acting By and Through
The Metropolitan Board of Health
And
Vanderbilt University Medical Center (POD)

This Memorandum of Understanding ("MOU") is entered into this first day of December, 2025, by and between the **Metropolitan Government of Nashville and Davidson County, Tennessee, by and through the Metropolitan Public Health Department** ("MPHD") and the **Vanderbilt University Medical Center** POD.

WHEREAS, the Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metro Public Health Department ("MPHD"), seeks to establish emergency worksite Points of Dispensing medication ("POD") during a public health emergency, which would include providing licensed medical employees, other licensed medical professionals and staff specified by the POD with mass prophylaxis for distribution in the event of a public health emergency;

WHEREAS, MPHD seeks to establish contracts with collaborative partners to provide POD services;

WHEREAS, such contracts should be entered into prior to a public health emergency; and,

WHEREAS, POD desires to enter into a contract with Metro.

NOW THEREFORE, MPHD and POD agree to the terms, conditions, and responsibilities expressed in this agreement:

1. DEFINITIONS

Public Health Emergency: refers to any event, natural or manmade, that requires immediate public health intervention.

Mass prophylaxis: refers to the administration of health intervention measures designed to preserve health and to prevent the spread of disease to large numbers of the population. These can be but are not limited to antibiotics, vaccines, and antivirals.

Employees: refers to the staff employed by a POD or any affiliate thereof.

Licensed Medical Personnel: Licensed individuals in the state of Tennessee that have an active and in good standing license to practice from one of the following health related boards: Nursing, Physician Assistant, and Medical Examiners.

Worksite POD: Business or other organization agreeing to assist MPHD in the distribution of mass prophylaxis.

Strategic National Stockpile: A stockpile of medications, medical devices and supplies for life-saving care to provide for the emergency health security of the United States and its territories.

2. DUTIES AND RESPONSIBILITIES OF MPHD

During a public health emergency requiring rapid dispensing of medications or vaccinations within the community, the MPHD will assume the primary responsibility for the receipt, repackaging, and distribution of the emergency medical materials within Nashville/Davidson County.

Specifically, MPHD will:

a. Manage supplies designated for Nashville/Davidson County from the Strategic National Stockpile (SNS) which is under the control and direction of the Tennessee Department of Health.

b. Provide initial pre-determined amounts of mass prophylaxis and supplies based on POD count for pick up at the MPHD designated site to meet the needs of their employees and others specified by the POD.

c. Provide pre-event planning, training and technical assistance, including but not limited to planning templates, facts sheets, required forms, dispensing algorithms, etc.

d. Provide POD with a primary and secondary point of contact.

e. Provide POD opportunity to update the facility profile information as needed.

3. DUTIES AND RESPONSIBILITIES OF POD

During a public health emergency requiring rapid dispensing of mass prophylaxis within the community, the POD will assume the primary responsibility for picking up emergency medical materials from MPHD. Specifically, the POD will:

a. Distribute mass prophylaxes to employees and others specified by the POD, at a site chosen by the POD during a public health emergency.

b. Attend MPHD planning and training meetings and cooperate in training POD's employees to understand the contraindications, precautions, and administration of mass prophylaxis according to established protocol.

c. Provide and maintain an agency **Primary Contact and Secondary Contact** responsible for planning and overall operation of the POD Mass Prophylaxis Plan.

d. Provide and maintain a **Transportation Contact and backup** to coordinate the pickup of mass prophylaxis at the MPHD designated site.

e. Provide and maintain a **Medical Contact and backup** that will organize, coordinate, and oversee mass prophylaxis at the POD site. This person will train all medication dispensers on the use of the required forms for mass prophylaxis.

f. Document inventory of mass prophylaxis received and dispensed and return all unused portions of supplies and mass prophylaxis to MPHD within one week of the request to do so or as soon as feasible.

g. Provide, to the MPHD, a record of those who received mass prophylaxis within one week of the request to do so or as soon as feasible.

h. Submit copy of POD plan upon its completion to the MPHD and shall provide any updates to this plan at least annually.

i. Complete health screening forms prior to mass prophylaxing and distribute education information using the forms, handouts, and other material provided by MPHD.

j. Provide mass prophylaxis per established medical protocols/algorithms under the supervision of licensed medical personnel unless otherwise allowed by Executive Order of the Governor of the State of Tennessee.

k. Provide to MPHD the POD employee residential zip codes of those who plan to receive mass prophylaxis from the POD.

l. Complete and submit a facility profile form to MPHD with the number of patients and/or employees and their family members to receive prophylaxis as needed.

4. TERM

The term of this MOU will commence on December 1, 2025 and continue for sixty (60) months, unless otherwise terminated in accordance with the MOU.

5. COMPENSATION

There will be no charge or fees under this MOU by the POD for the performance of duties in Section 3.

6. CONFIDENTIALITY

Strict standards of confidentiality of records including, but not limited to, patient medical records and other similar records shall be maintained in accordance with the law. All material and information regardless of form, medium or method of communication provided to the POD by Metro or acquired by the POD on behalf of Metro whether verbal, written, magnetic tape, cards, or otherwise shall be regarded as confidential information in accordance with the provisions of state and federal law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the POD to safeguard the confidentiality of such material or information in conformance with state and federal law and ethical standards.

The POD will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of Metro's information as the POD exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The POD's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the POD of this Agreement; previously possessed by the POD without written obligations to Metro to protect it; acquired by the POD without written restrictions against disclosure from a third party which, to the POD's knowledge, is free to disclose the information; independently developed by the POD without the use of Metro's information; or, disclosed by Metro to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Agreement.

7. HIPAA COMPLIANCE

Metro and the POD shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. The POD warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.

b. The POD warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.

c. Metro and the POD will sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and the POD in compliance with HIPAA. This provision shall not apply if information received by the POD from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits the POD and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

8. BREACH

Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the material terms of this Agreement, the non-breaching party shall have the right to immediately terminate the Agreement, subject to the cure provisions of this paragraph. Such termination shall not relieve POD of any liability to Metro for damages sustained by virtue of any breach by POD. Should the non-breaching party determine that the breaching party has failed to fulfill in a timely and proper manner its obligations under this Agreement or any of the material terms of this Agreement, the non-breaching party shall provide the breaching party written notice of all alleged deficiencies in such breaching party's performance and allow the breaching party sixty (60) days to cure said alleged deficiencies.

9. TERMINATION

This MOU can be terminated within thirty (30) days by either Party by providing written notice to the other Party.

10. INSURANCE

During the term of this MOU, POD shall, at its sole expense, obtain and maintain in full force and effect for the duration of this MOU, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be demonstrated to MPHD upon request. All insurance provided POD shall be provided through a program of self-insurance.

a. **General Liability Insurance**

In the amount of two million ($2,000,000.00) dollars.

b. **Professional Liability Insurance (if applicable)**

In the amount of two million ($2,000,000.00) dollars (if vendor will be administering injectable medicines).

c. Cyber Liability Insurance (if applicable)

In the amount of five million ($5,000,000.00) dollars per occurrence (if vendor will be electronically mailing medical information).

d. **Automobile Liability Insurance (if applicable)**

In the amount of one million ($1,000,000.00) dollars (if vendor will be making on-site deliveries).

e. **Worker's Compensation Insurance (if applicable)**

Within statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

f. METRO is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101 et seq., and as such has its liability limits defined by law. The Metropolitan Government of Nashville and Davidson County carries no insurance; however, it is self-insured in an adequately funded self-insurance program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metropolitan Government only and provides no indemnification for any other entity whosoever.

11. METRO LIABILITY

MPHD will have no liability except as specifically provided in this MOU.

12. INDEMNIFICATION AND HOLD HARMLESS

POD shall indemnify and hold harmless Metro, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent acts or omissions of POD, its officers, employees and/or agents, including its sub or independent PODs, in connection with the performance of the Agreement and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of POD, its officers, employees and/or agents, including it sub or independent PODs, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

13. INDEPENDENT CONTRACTOR

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

14. TAXES

MPHD shall not be responsible for any taxes that are imposed on POD. Furthermore, POD understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

15. AMENDING OR MODIFYING CONTRACT

This MOU may be modified only by written amendment executed by all parties and their signatories.

16. PARTNERSHIP/ JOINT VENTURE

This MOU shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party to the terms of this MOU.

17. WAIVER

No waiver of any provision of this MOU shall affect the right of any party to enforce such provisions or to exercise any right or remedy available to it.

18. NONDISCRIMINATION

POD 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 MOU or in the employment practices of POD on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws.

19. COMPLIANCE WITH LAWS.

POD agrees to comply with all applicable federal, state, and local laws and regulations.

20. ASSIGNMENT-CONSENT REQUIRED

The provisions of this MOU shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this MOU nor any rights or obligations of POD hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD. Any assignment or transfer shall not release POD from its obligations hereunder.

21. NOTICE

All notice to MPHD shall be mailed or hand delivered to:

Metro Public Health Department
Director's Office
2500 Charlotte Avenue, Nashville, TN 37209

All notices to POD shall be mailed or hand delivered to:

James C Fitzgerald (Chad)
Director, Quality, Safety, & Risk Prevention
2135 Blakemore Ave.
Nashville, TN 37212-3505

And a copy to:

Sr. Director, OSP - Office of Contracts Management
Vanderbilt University Medical Center
3841 Green Hills Village Drive, Suite 200
Nashville, TN 37215
Email: research.contracts@vumc.org

22. CONTINGENT FEES

POD hereby represents that POD has not been retained by nor retained any persons to solicit or secured a Metropolitan Government Agreement upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a POD or satellite POD under Metropolitan Government Agreements.

23. ANTI-KICKBACK

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation 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 or other particular matter, pertaining to any program requirement of the Agreement or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a satellite POD under the Agreement to the prime POD or higher tier satellite POD 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 Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a POD or satellite POD under Metropolitan Government Agreements.

24. LOBBYING

The POD 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 POD, 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 the awarding of any federal Agreement, the making of any federal agreement, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, agreement, 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 agreement, loan, or cooperative agreement, the POD shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

25. ATTORNEY FEES

POD agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Metro prevails, POD shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

26. ENTIRE AGREEMENT

This MOU sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties.

27. FORCE MAJEURE

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligations or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

28. GOVERNING LAW

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that POD may provide.

29. VENUE

Any action between the Parties arising from this MOU shall be maintained in the courts of Davidson County, TN.

30. SEVERABILITY

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

31. HEADINGS

Section headings are for reference purposes only and will not be construed as part of this MOU.

32. EFFECTIVE DATE

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

[Remainder of Page Intentionally Left Blank]
[Signature Page to Follow]

APPROVED FOR Vanderbilt University Medical Center by:

____
Jane Freedman, MD
Deputy CEO and Chief Health System Officer

Date: 12/16/2025

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED BY:

Director, Metro Public Health Department Date

APPROVED BY:

Chair, Board of Health Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney Date

FILED:

Metropolitan Clerk Date

Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# H8911433
Federal Award Date: 01/30/2026

Recipient Information

1. Recipient Name
Metro Public Health Department of Nashville/Davidson County
2500 Charlotte Ave
Nashville, TN 37209-4129

2. Congressional District of Recipient
05

3. Payment System Identifier (ID)
1620694743A7

4. Employer Identification Number (EIN)
620694743

5. Data Universal Numbering System (DUNS)
078217668

6. Recipient's Unique Entity Identifier
LGZLHP6ZHM55

7. Project Director or Principal Investigator
Beverly Glaze-Johnson
beverly.glaze-johnson@nashville.gov
(615)340-8605

8. Authorized Official
Ava Elsaghir
Contracts Manager
Ava.Elsaghir@Nashville.gov
(615)930-6049

Federal Agency Information

9. Awarding Agency Contact Information
Marie E Mehaffey
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
MMehaffey@hrsa.gov
(301) 945-3934

10. Program Official Contact Information
Jonathon Fenner
HIV/AIDS Bureau (HAB)
jfenner@hrsa.gov
(301) 443-4251

Federal Award Information

11. Award Number
5 H89HA11433-18-00

12. Unique Federal Award Identification Number (FAIN)
H8911433

13. Statutory Authority
42 U.S.C. § 300ff-11-20 and § 300ff-121

14. Federal Award Project Title
Ryan White Part A HIV Emergency Relief Grant Program

15. Assistance Listing Number
93.914

16. Assistance Listing Program Title
HIV Emergency Relief Project Grants

17. Award Action Type
Noncompeting Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 03/01/2026 - End Date 02/28/2027	
20. Total Amount of Federal Funds Obligated by this Action	$1,311,652.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	$0.00
21. Authorized Carryover	$0.00
22. Offset	$0.00
23. Total Amount of Federal Funds Obligated this budget period	$1,311,652.00
24. Total Approved Cost Sharing or Matching, where applicable	$0.00
25. Total Federal and Non-Federal Approved this Budget Period	$1,311,652.00
26. Project Period Start Date 03/01/2025 - End Date 02/29/2028	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$6,094,704.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Sarah Hammond on 01/30/2026

30. Remarks

This award consists of the following amounts:
FY26 FRML - $1,220,906
FY26 MAI - $90,746
Total Funding – $1,311,652

HRSA
Health Resources & Services Administration

Notice of Award
Award Number: 5 H89HA11433-18-00
Federal Award Date: 01/30/2026

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

[ ] Total project costs including grant funds and all other financial participation

a.	Salaries and Wages:	$0.00
b.	Fringe Benefits:	$0.00
c.	Total Personnel Costs:	$0.00
d.	Consultant Costs:	$0.00
e.	Equipment:	$0.00
f.	Supplies:	$0.00
g.	Travel:	$0.00
h.	Construction/Alteration and Renovation:	$0.00
i.	Other:	$0.00
j.	Consortium/Contractual Costs:	$0.00
k.	Trainee Related Expenses:	$0.00
l.	Trainee Stipends:	$0.00
m.	Trainee Tuition and Fees:	$0.00
n.	Trainee Travel:	$0.00
o.	TOTAL DIRECT COSTS:	$1,311,652.00
p.	INDIRECT COSTS (Rate: % of S&W/TADC):	$0.00
	i. Indirect Cost Federal Share:	$0.00
	ii. Indirect Cost Non-Federal Share:	$0.00
q.	TOTAL APPROVED BUDGET:	$1,311,652.00
	i. Less Non-Federal Share:	$0.00
	ii. Federal Share:	$1,311,652.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a.	Authorized Financial Assistance This Period	**$1,311,652.00**
b.	Less Unobligated Balance from Prior Budget Periods	
	i. Additional Authority	$0.00
	ii. Offset	$0.00
c.	Unawarded Balance of Current Year's Funds	$0.00
d.	Less Cumulative Prior Award(s) This Budget Period	$0.00
e.	AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$1,311,652.00**

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
19	$1,311,652.00

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Award(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.15

37. BHCMIS#

38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:
a. The program authorizing statue and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
26 - 377RA34	93.914	26H89HA11433	$1,220,906.00	$0.00	FRML	26H89HA11433
26 - 377RA33	93.914	26H89HA11433	$90,746.00	$0.00	MAI	26H89HA11433

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.
2. Applicable Regulations – Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. After October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.
3. The Recipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d *et seq.),* and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part **86);** The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).
4. Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.
5. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program, recipient satisfactory performance, program authority, compliance with the Terms and Conditions of the award, and a decision that continued funding is in the best interest of the Federal government.
   This award action is based on HRSA's approval of the recipient's application and any modifications at the time of this award. Continued support for this award may be subject to other programmatic considerations to the extent permitted by law, including, but not limited to, Administration priorities and court orders.
   Should additional federal funds not be available and/or shifting priorities affect the programmatic objectives of this award, the recipient will work with HRSA to revise any workplan tasks and budget in accordance with 45 CFR 75.308 (Revision of budget and program plans).
6. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf
   .
7. Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.
8. By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipients, whose programs are covered by Title IX, certify as follows:

• Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
• The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
• Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
• Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
• Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

9. This award is subject to 2 CFR 200--Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards.
10. During each budget period, recipients must include in their program budget travel support for recipient staff members to attend meetings/conferences identified by HRSA HAB as essential to RWHAP administration and implementation. HRSA HAB meetings may include, but are not limited to, the biennial National Ryan White Conference on HIV Care and Treatment, grant-specific Administrative Reverse Site Visits (ARSV), or targeted technical assistance events. Meetings are generally held in the Washington, D.C. metropolitan area. If no essential meetings are held during the budget period, recipients can reallocate funds for other allowable grant expenses. Recipients must comply with 2 CFR 200.475 and all other applicable HHS and Federal policies governing travel supported under Federal assistance awards.
11. This Notice of Award is issued to approve the Core Medical Services Waiver Request for budget period FY 2026, which waives the statutory requirement that not less than 75 percent of grant funds be used for provision of core medical services. Subsequent budget periods will require a new waiver request. All previously conveyed terms and conditions remain in effect unless specifically removed.

Program Specific Term(s)

1. RWHAP Part A recipients are required to use a minimum amount/percentage of this award to provide services to women, infants, children and youth (WICY) living with HIV/AIDS. The minimum set-aside amounts/percentages for each eligible metropolitan area/transitional grant area (EMA/TGA) must be determined separately for each priority population, and may not be less than the percentage of each population to the total number of persons estimated to be living with HIV/AIDS within the EMA/TGA.
   Waiver: If the recipient can document that one or more WICY priority populations are receiving HIV-related services through the state Medicaid program under Title XIX of the Social Security Act, the Children's Health Program (CHIP) under Title XXI of the same Act, or other qualified federal or state programs in accordance with HRSA guidelines, then the recipient may request a waiver of the minimum WICY expenditure requirement from HRSA. Recipients requesting a waiver may utilize the WICY Expenditure Report to document that all priority populations are receiving HIV/AIDS health services through other funding sources
2. The recipient is required to notify the Project Officer, within 30 days, of any changes to Planning Council (PC) composition that impact legislative compliance with "reflectiveness", the mandated membership categories, and/or the composition requirement that 33% of the PC membership should be comprised of persons receiving Part A HIV-related services who are non-conflicted and accurately reflect he demographics of the epidemic in the EMA/TGA.
   You must notify your Project Officer to initiate a Request for Information via EHB to submit this requirement. The notification and letter must be accompanied by revised PC roster and reflectiveness tables or a narrative describing compliance with PC composition and Reflectiveness.
   Reflectiveness must be based on the prevalence of HIV Disease (AIDS Prevalence plus HIV Prevalence, real or estimated) in the EMA/TGA as reported in the current fiscal year application.
3. Consistent with Departmental guidance, HRSA recipients that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the recipient organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.
4. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at http://www.access-board.gov

5. Every two (2) years to the lead State agency for the Ryan White HIV/AIDS Program (RWHAP) Part B, the recipient must submit audits consistent with 2 CFR 200 Subpart F regarding funds expended in accordance with Title XXVI of the Public Health Service Act. Include necessary client level data to complete unmet need calculations and the Statewide Coordinated Statements of Need process.
6. Jurisdictions that 1) are legislatively mandated to establish planning councils or 2) have elected to establish a planning council, must adhere to the requirement that the chief elected official (CEO) retains sole responsibility for appointment and removal of planning council members, as recommended by Planning Council leadership.
7. In accordance with the RWHAP guidance on determining client eligibility and complying with the payor of last resort requirement, while minimizing administrative burden and enhancing continuity of care and treatment services (HRSA HAB PCN 21-02: Determining Client Eligibility & Payor of Last Resort in the Ryan White HIV/AIDS Program), HRSA HAB expects all RWHAP recipients and subrecipients to establish, implement, and monitor policies and procedures to determine client eligibility based on each of the three factors outlined in PCN 21-02, including documentation requirements. See https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-21-02-determining-eligibility-polr.pdf
8. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.
9. HRSA is operating under a Continuing Resolution; therefore, this award provides partial funding based on the continuation of FY 2025 program requirements, funding levels, and specialized reporting requirements. Additions and revisions to these Terms and Conditions may be necessary once HRSA receives a final FY 2026 appropriations. A revised NoA will be issued to reflect any changes to funding amounts, Terms and Conditions, and/or reporting requirements.
10. All Ryan White HIV/AIDS Program Part A, B, C, and D recipients must adhere to the legislative requirement to establish a clinical quality management program. HRSA HIV/AIDS Bureau expectations for clinical quality management are outlined in Policy Clarification Notice 15-02 (https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-02-cqm.pdf).
11. The Ryan White HIV/AIDS Program legislation specifies criteria for the expenditure of Part A funds as follows:
    The recipient may not use more than ten percent (10%) of total grant funds for direct and indirect costs associated with administering the award (including Planning Council or planning body expenses), and in accordance with the legislative definition of administrative activities and the allocation of funds to subrecipients, will not exceed an aggregate amount of 10 percent of such funds for administrative purposes. See Policy 15-01 for additional information on the 10% administrative cap.
    The recipient shall not exceed the lesser of 5 percent of the total grant funds or $3 million for the required clinical quality management (CQM) program.
    The recipient must expend not less than 75% of total grant funds, exclusive of administration and CQM expenses, for core medical services, unless waived by the Secretary. Also see PCN 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds.
12. Unless otherwise specified, all Conditions and Reporting Requirements must be electronically submitted through the HRSA Electronic Handbooks (EHBs).
13. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formulary.
14. These funds may not be used for the following: purchasing or construction of real property, international travel, payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any State compensation program, insurance policy, Federal or State health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services or the U.S. Department of Veterans Affairs; see HAB PCN 16-01 available online at https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/clarification-services-veterans.pdf for additional information regarding services provided to veterans).
15. RWHAP funds may not be used to make cash payments to intended clients of core medical or support services. This prohibition includes cash incentives and cash intended as payment for RWHAP services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that vouchers and gift cards cannot be exchanged for cash or used for anything other than allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered “cash equivalent” and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.
16. The Ryan White HIV/AIDS Program (RWHAP) legislation requires, to the maximum extent practicable, that core medical and support

services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served. Consequently, HRSA expects that RWHAP recipients and subrecipients utilize a grievance process, articulated in writing, to investigate complaints for denial of services.

17. Recipients must follow the guidance in all applicable HIV/AIDS Bureau Policy Notices and Program Letters to ensure compliance with programmatic requirements. See https://ryanwhite.hrsa.gov/grants/policy-notices and https://ryanwhite.hrsa.gov/grants/program-letters.
18. In accordance with Policy Clarification Notice 16-02, grant funds may not be used for outreach programs which have HIV prevention education as their exclusive purpose. See https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/service-category-pcn-16-02-final.pdf.
19. RWHAP Part A recipients are required to participate in the development of the Integrated HIV Prevention and Care Plan, including the Statewide Coordinated Statement of Need (SCSN), CY 2027-2031 (see https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/integrated-hiv-prevention-care-plan-guidance-2027-2031.pdf). The SCSN is a component of the Integrated HIV Prevention and Care Plan.
Recipients are required to report progress on the implementation of Integrated HIV Prevention and Care Plans in the FY 2026 RWHAP Part A Annual Progress Report.
20. The recipient must maintain EMA/TGA political subdivision expenditures for HIV-related activities at a level which is not less than the level of expenditures for such activities during the one-year period preceding the fiscal year for which the applicant is applying to receive the grant (see Section 2605(a)(1)(B) of the PHS Act).
21. All providers of services available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
22. Minority AIDS Initiative (MAI) funds available under Section 2693 of the Public Health Service Act are disbursed on a formula basis together with the RWHAP Part A formula grant funds as required by legislation. Funds must be used to improve HIV-related health outcomes to reduce existing racial and ethnic disparities. MAI funds must be tracked and reported separately.
23. RWHAP Part A recipients are required to meet specific legislative, programmatic, and grant regulations requirements regarding the monitoring of both their grant and their subrecipients. Guidance for compliance is detailed in the National Monitoring Standards for RWHAP recipients. (https://ryanwhite.hrsa.gov/grants/manage/recipient-resources)
24. Recipients must submit an annual Non-Competing Continuation (NCC) progress report via the HRSA EHBs within 150 days prior to the budget period end date. Please refer to HRSA EHBs for the specific due date. Submission and HRSA approval of this NCC progress report triggers the budget period renewal and release of subsequent year funds.
25. Prior approval for rebudgeting is required when for awards that exceed the simplified acquisition threshold (set by 48 CFR 2.101), specifically cumulative transfers among direct cost budget categories (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, etc.) for the current budget period exceed 10% of the total approved budget (which includes direct and indirect costs) for that budget period; or substantial changes are made to the approved work plan or project scope (e.g., changing the model of care, transferring substantive work from personnel to contractual); or the recipient wants to purchase a piece of equipment that exceeds $10,000 and was not included in the approved project budget/application. Any of the aforementioned post-award changes in Part A and/or Minority AIDS Initiative (MAI) grant allocations must be submitted to the Project Officer via prior approval along with a letter of concurrence from the Planning Council Chair(s).
26. Due to the provision of partial funding, this award is being made without itemized reporting requirements. Award recipients are reminded of the continuation of FY2025 specialized reporting requirements and provided reference to previous HRSA guidelines and instructions. Subsequent FY2026 reporting requirements to include defined due dates will be contained on the final FY2026 NoA. Failure to comply with reporting requirements will result in deferral or additional restrictions for future funding decisions.
27. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the Federal Financial Report (FFR) SF-425 Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
28. Ryan White HIV/AIDS Program (RWHAP) funds cannot pay for pre-exposure prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP) as the person using PrEP is not an individual living with HIV and the person using nPEP is not diagnosed with HIV prior to the exposure and therefore are not eligible for RWHAP funded medications or medical services. RWHAP Parts A and B recipients and subrecipients may provide some limited services under the EIS service category. (See the HIV/AIDS Bureau June 22, 2016 Program Letter available online at https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/prep-letter-06-22-2016.pdf.)
29. Recipients are required to track and report all sources of service reimbursement as program income on the annual Federal Financial Report and in annual data reports. All program income earned must be used to further the objectives of the RWHAP program. For additional information, see PCN #15-03 available online at https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/pcn-15-03-program-income.pdf

30. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, fill out a New User Access Request form at: https://pmsapp.psc.gov/pms/app/userrequest/request/newuser?. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: https://pms.psc.gov/find-pms-liaison-accountant.html.
31. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 2 CFR 200.332, requires recipients to monitor the activities of subrecipients to ensure funding is used only for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, as well as to ensure that performance goals are achieved. To meet the monitoring requirements, RWHAP Parts A and B recipients must conduct annual subrecipient site visits. Recipients must ensure that drug rebates and program income earned as a result of the RWHAP award are used only for allowable activities and only for purposes of the RWHAP award. See section 2616(g) of the Public Health Service Act and 2 CFR 200.307(b)(2). Therefore, recipients must monitor awards funded through drug rebates and/or program income.
32. Some aspects of Syringe Services Programs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy. See https://www.hiv.gov/federal-response/policies-issues/syringe-services-programs.
33. If applicable, recipients must submit the Tangible Personal Property Report (TPPR) (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Recipients are required to report all equipment with an acquisition cost of $10,000 or more per unit acquired by the recipient with award funds. TPPRs must be submitted electronically through HRSA EHBs.
34. Funds may not be used by recipients for the purchase of vehicles without written prior approval from the Division of Grants Management Operations (DGMO).

Standard Term(s)

1. Your organization must have policies, procedures, and financial controls to follow all the General Terms and Conditions. HRSA awards are based on the application submitted and approved by HRSA. All awards are subject to the General Terms and Conditions, in addition to those included in the Notice of Award or referenced in documents and attachments.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**
   The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal (**PMS Self-Service Web Portal**), or calling 877-614-5533.
2. **Due Date: 12/31/2026**
   The recipient must submit an estimate of their FY 2026 Unobligated Balances (UOB) and an estimated carryover request no later than December 31, 2026, consistent with reporting guidelines, instructions, and/or reporting templates provided in the HRSA EHBs.
3. **Due Date: 05/29/2027**
   The recipient must submit a Final FY 2026 Part A Annual Progress Report no later than 90 days after the budget period end date, consistent with reporting guidelines, instructions, and/or reporting templates provided in the HRSA EHBs.
4. **Due Date: Within 90 Days of Budget End Date**
   The recipient must submit the Ryan White HIV/AIDS Program Expenditure Report no later than 90 days after the budget period end date, consistent with reporting guidelines, instructions, and/or reporting templates provided in the HRSA EHBs.
5. **Due Date: 03/29/2027**
   Submit the Ryan White Services Report (RSR) which consists of recipient, service provider, and patient level reports for the calendar year via the EHBs by 6:00 PM ET on the last Monday in March. See http://hab.hrsa.gov/manageyourgrant/reportingrequirements.html for additional information.
6. **Due Date: 06/30/2026**
   The recipient must submit the Integrated HIV Prevention and Care Plan, including the Statewide Coordinated Statement of Need, CY 2027-2031, consistent with the Centers for Disease Control and Prevention and Health Resources and Services Administration’s Integrated HIV Prevention and Care Plan Guidance, including the Statement Coordinated Statement of Need, CY 2027-2031. The guidance is available online: https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/integrated-hiv-prevention-care-plan-guidance-2027-2031.pdf.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Ava Elsaghir	Authorizing Official	ava.elsaghir@nashville.gov
Emily Bradberry	Business Official	emily.bradberry@nashville.gov
Beverly Glaze-Johnson	Program Director	beverly.glaze-johnson@nashville.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (https://pms.psc.gov/).

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Director, Metro Public Health Department	Date
Chair, Board of Health	Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Director, Department of Finance	Date

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services	Date

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney	Date

FILED:

Metropolitan Clerk	Date

December Employee of the Month: <u>Talia Gooch</u>

Which of the following criteria does your nominee most embody?

Excellence in Teamwork
Excellence in Motivation
Inspiring a Positive Attitude
Enhancing Workplace Culture
Exemplifying the Mission and Core Values of MPHD

Please provide a specific example that illustrates why you feel this person should be the MPHD Employee of the Month:

I would like to nominate Talia Gooch for Employee of the Month in recognition of their outstanding support during the integration of the new Oracle Cloud time system.

During the implementation this morning, Talia went above and beyond to assist several teams that were outside of the bureau that she works in. She served as a key resource for system questions, troubleshooting issues, and guiding us through new processes with this system. Her proactive approach helped us to resolve challenges quickly, which ensured some of us that we would be able to adapt to the new system with confidence.

What truly stood out was Talia's willingness to collaborate across our department, this is the kind of customer service that our director has encouraged us to display within our department.

Talia's effort to significantly reduce confusion contributed to removing the stress that so many of us were facing with this new system.

Thank you for considering this nomination.

Please provide any additional information about your nominee that you feel the Workplace Culture Committee should know when reviewing this nomination:

She is always willing to help others outside of her specific department and is definite resource at Lentz. So thankful for her knowledge background and willingness to help others.

Nominated by:

Lillian Maddox and one from Michaya Reeves.

Dr. Shaw-KaiKai, Talia Gooch, and Dr. Areola

December Team of the Month: <u>Shannon Heath and Matt Peters</u>

Which of the following criteria does your nominee most embody?

Excellence in Teamwork

Please provide a specific example that illustrates why you feel this team should be the MPHD Team of the Month:

Shannon worked tirelessly to get the Food & Facilities Divisions on-line link payment system available to be used by the public and Matt worked just as tirelessly to get that link not only on environmental health's webpage but on Nashville.gov's webpage also. This will allow the public to pay for all of their permits on-line, which is a GREAT relief for the admin clerks, especially during food & pool permitting season.

Please provide any additional information about your nominee that you feel the Workplace Culture Committee should know when reviewing this nomination:

Shannon & Matt never complained as we worked through this process, even when my team became frustrated with the process. They just kept doing what they do and now finally we have a system that works for us!

Nominated by: **Pamela Wilson**

Matt Peters, Shannon Health, and Dr. Areola

Board of Health Request Tracking Form

Meeting Date: **February 12, 2026**

Board Requests of the Department:

1. Regular updates on the proposed new Woodbine Clinic.
2. Report to Board any MACC staff interactions with public where safety is concerned.
3. Provide status of MPHD's financial health update to the Board on a quarterly basis.
4. Provide update on the culture of the department to the Board on a quarterly basis.
5. Provide Annual Board Report draft to the Mayor to the Board by March 2026 and beyond.
6. Provide monthly update to the Board on the Director's priorities until the Strategic Plan is in place.
7. Consider having a member of the Youth Advisory Board present at the meetings.
8. Provide talking points to the Board on what we are doing in the department so they can share.
9. Provide a one-page report on each grant annually.
10. Provide branding on "tooth", Pearl E. White for Oral Health Services.
11. Provide time and date for Board Retreat in March 2026
12. Provide Report for the Board before the budget kickoff in January.

Assignments and Due Date per each request from the Board:

1. Regular updates on the proposed new Woodbine Clinic. (Areola)
2. Report to Board any MACC staff interactions with public where safety is concerned. (Finke)
3. Provide a MPHD's financial health update to the Board on a quarterly basis. (Diamond)
4. Provide update on the culture of the department to the Board on a quarterly basis. (Areola)
5. Provide Annual Board Report draft to the Mayor to the Board by March 2026 and beyond. (Areola)
6. Provide monthly update to the Board on the Director's priorities until the Strategic Plan is in place. (Areola)
7. Consider having a member of the Youth Advisory Board present at the meetings. (Areola)
8. Provide talking points at the appropriate time to the Board on what we are doing in the department so they can share. Presentations by different programs at the Board meeting will also be considered. (Areola)
9. Provide a one-page report on each grant annually. (Areola)
10. Provide branding on "tooth", Pearl E. White for Oral Health Services. (Areola)
11. Provide time and date for Board Retreat in March 2026 (Areola)
12. Provide Report for the Board before the budget kickoff in January. (Areola)

Outcomes:

1. Regular updates on the proposed new Woodbine Clinic. (Areola) - Ongoing
2. Report to Board any MACC staff interactions with public where safety is concerned. (Finke) – Ongoing
3. Financial Update will be given to the Board in January, April, July, and October. Next update will be given in April. (Diamond)
4. An update on the culture of the department will be given to the Board in January, April, July, and October. Next update will be given in April. (Areola)
5. Annual Board Report draft to the Mayor will be given to the Board by March 2026 and beyond. (Areola)
6. Monthly update on the Director's priorities will be given to the Board until the Strategic Plan is in place. (Areola)
7. Member(s) of the Youth Advisory Board will be present at monthly meetings to observe and participate as needed. (Areola)
8. Talking points on what we are doing in the department will be given to the Board at the appropriate time. When feasible, presentations by programs will be done in the Board meeting. (Areola)

Response filed in meeting packet of **January 8, 2026**

9. A one-page report will be done annually on each grant. Dr. Areola will share different formats with the Board at the next meeting to agree on a one-page report that will capture the data that they are wanting. (Areola)
10. Oral Health Services will be completing branding on “tooth”, Pearl E. White. (Areola)
11. Board Retreat has been scheduled for Tuesday, April 14, 2026. (Areola)
12. Report was given to the Board for budget kickoff in January. (Areola)

Response filed in meeting packet of **January 8, 2026**

A proposed revision of the MPHD Civil Service Rule 4.7, subsection B. which currently reads:

Non-exempt employees may elect to receive compensatory time off in lieu of overtime in accordance with the provisions as set out below. Election of comptime must be voluntary on the part of the employee. Once the employee makes this election, that choice is entered into the Kronos system as the employee's elected option for the following year

Proposed Verbiage:

Non-exempt employees may elect to receive compensatory time off in lieu of overtime in accordance with the provisions as set out below. Election of comptime must be voluntary on the part of the employee. Once the employee makes this election, that choice is entered into the timekeeping system.

Justification: Metro has adopted a new system for timekeeping that will allow covered employees to change their election more than once per year. This proposed verbiage without a specified brand name will allow future metro-wide system changes to be implemented without approval.

PERSONNEL CHANGES

JANUARY 2026

NEW HIRES

Salem Negasi, Program Specialist 2, 01/03/2026, $54,699.00 (FIMR)
Michael Lane, Animal Control Officer 1, 01/12/2026, $52,414.00 (MACC)
Ebony Gladden, Program Specialist 2, 01/17/2026, $54,699.00 (STD/HIV)
Nicole Ribera-Ergueta, Program Specialist 3, 01/17/2026, $62,595.00 (BHW)
Domanique Lawrence, Public Health Nurse 1, Seasonal/Temp/Part-time, 1/26/2026, $40.02 per hour (SCH)
Teresa Madole, Public Health Nurse 1 (71%), 1/26/2026, $56,998.00 (SCH)
Nia Brown, Public Health Nurse 1 (71%), 1/26/2026, $56,998.00 (SCH)
Robina Buchanan, Public Health Nurse 1 (71%), 1/26/2026, $56,998.00 (SCH)
Kecia Smith, Public Health Nurse 1 (80%), 1/26/2026, $62,404.00 (SCH)
Laura West, Public Health Nurse 1 (80%), 1/26/2026, $56,998.00 (SCH)
Maria Sosa-Sanchez, Public Health Nurse 1 (80%), 1/26/2026, $62,404.00 (SCH)
Heather Dukat, Public Health Nurse 1 (80%), 1/26/2026, $62,404.00 (SCH)
Khoa Nguyen, Public Health Nurse 1, Seasonal/Temp/Part-time, 1/26/2026, $40.02 hourly (SCH)
Bridget Saroya, Public Health Nurse 1, Seasonal/Temp/Part-time, 1/26/2026, $40.02 hourly (SCH)
Taylor Amos, Public Health Nurse 1 (71%), 1/26/2026, $56,998.00 (SCH)
Jessica N. Spearmon, Public Health LPN, 1/26/2026, $57,158.00 (SCH)
Corena Adams, Public Health Nurse 1, Seasonal/Temp/Part-time, 1/29/2026, $40.02 per hour (SCH)

REHIRE

Mia Jackson, Program Specialist 3, $66,940.75, 01/12/2026, (BHW) return from disability pension

TERMINATIONS (VOLUNTARY)

Angela Williams, Health Manager 1, 01/16/2026, dept. transfer to Office of Homeless Services (NSB)
Lauren Black, Seasonal/Part-time/Temp., 01/19/2026, resigned (School Health)
Roschecka Thomas, Public Health Nurse 1 (80%), 01/20/2026, resigned (School Health)
Natalie Emholz, Seasonal/Part-time/Temp., 01/21/2026, resigned (School Health)
Valerie Dangerfield, Program Specialist 2, 01/30/2026, service pension (CHANT)

STATUS CHANGE

Keziah Boatema, Nutrition Educator (80%) - WIC, began working 100%, $55,785.60 effective 01/03/2026 (WIC)
Carrie Elkin, Public Health Nurse 1, Seasonal/Temp./Part-time to 71%, effective 1/17/2026(SCH)
Ebony Daniels, Public Health Nurse 1, Seasonal/Temp./Part-time to 71%, effective 1/31/2026(SCH)
Janavee Patel, Public Health Nurse 1, 71% to Seasonal/Temp./Part-time, effective 1/31/2026(SCH)