

NON-PROFIT GRANTS MANUAL

For Non Profit
Recipients of
Grants Funds from
Metropolitan
Nashville and
Davidson County
Government

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**Division of Grants and
Accountability**

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NON-PROFIT GRANTS MANUAL

FOREWORD

Governments must provide the necessary oversight to ensure accountability over the public funds it manages on behalf of the citizens and taxpayers. It must be able to demonstrate proper oversight by providing proper internal controls, implementing measurement systems, and monitoring compliance with regulations, rules, and laws.

This manual is written to assist the nonprofit community in the administration of grants awarded by the Metropolitan Government of Nashville and Davidson County.

For help in applying any of the guidance in this manual, please call or write the following:

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CHAPTER 1: INTRODUCTION

According to TCA Section 7-3-314, the legislative body of any county in Tennessee can elect to provide financial assistance to nonprofit organization to promote the general welfare of the residents of the municipality. The Metropolitan Government of Nashville and Davidson County (Metro) may provide such appropriations directly (non-competitive) to local nonprofit organizations (NPOs) or through competitive grant processes.

The Division of Grants and Accountability of Metro's Department of Finance, which has the responsibility for monitoring grant appropriations, recognizes the need to provide guidance to recipients and to also explain its oversight responsibilities. To assure proper accountability for these grant appropriations and explain Metro's expectations of Metro departments and grant recipients, the Metro Department of Finance maintains this Grant Manual.

Purpose and Applicability

The purpose of this manual, *Non-Profit Grants Manual: For Recipients of Grant Funds from Metropolitan Government of Nashville and Davidson County* is to establish the minimum compliance requirements to which nonprofit recipients of financial support from Metro must adhere. This manual has been prepared to assist the nonprofit recipients in maintaining adequate records and following acceptable procedures to properly account for the grant funds, thereby helping the NPOs meet the required accountability for the appropriated funds. The manual is intended for Executive Directors, Chief Financial Officers, Program Directors, Board of Directors and independent auditors of NPOs that are recipients of Metro appropriations. Another purpose is to provide guidance to Metro Departments and agencies on processes and procedures for awarding, managing and monitoring non-profit grant awards.

The manual is available for download at: [Available Non-Profit Grant Resources](#)

Please note that, throughout this manual, the terms "Grantee", "Recipient", and "NPO" or "nonprofit organization" all refer to the nonprofit organizations that receive Metro grant appropriations. The grant appropriation process is generally the legally required process that the Metropolitan Government of Nashville and Davidson County uses to fund NPO projects that provide a public service. Additionally, a grant appropriation is generally a reimbursement of the NPO's project's cost

and is not a fee for service contract. A fee for service contract is a document in which one party promises to deliver a product or service in exchange for an agreed upon fee.

The provisions of this manual are aligned with those of the Federal Office of Management and Budget (OMB) circulars and other government-wide common rules that are applicable to grants and cooperative agreements. Both the compliance and financial reporting procedures and other guidance provided in this manual are consistent with all the following, which are provided in the Appendix:

- | | |
|--|--|
| Uniform Administrative Requirements,
Cost Principles, and Audit Requirements
for Federal Awards - Title 2 Code of Federal
Regulations Part 200 | <ul style="list-style-type: none">• IRS Form 990• AICPA's <i>Audit and Accounting Guide for Not-for-Profit Organizations</i>• FASB SFAS #117 |
|--|--|

Organization Acknowledgement

Organizations that are awarded grant funding from Metro are required to read and acknowledge receipt and their understanding of the requirements discussed within this manual prior to the execution of their grant contract. A completed Non-Profit Grants Manual Acknowledge Form, signed by the Organization's Board Chair, will be included as part of the executed grant contract. See Appendix H.

Failure to Comply

The grant recipients must comply with the requirements of this manual for the duration of the grant period. Failure to comply with the requirements in this manual could result in monitoring review findings, questioned costs, and potential disqualification from future consideration for financial assistance. The monitoring review process will be discussed in Chapter 10.

Note: The provisions in this edition of the manual dated February 2, 2023 are effective for all grants awarded by Metro Nashville Government. Any exceptions to the provisions in this manual are subject to the approval of the Director of Finance.

CHAPTER 2: METRO AWARDS TO NONPROFITS

Metro Nashville Government collaborates with local nonprofit organizations to deliver certain critical services and projects to the community. Metro handles such projects primarily through the annual operating budget and competitive grant processes through various programs and activities.

Nonprofit Award Eligibility

The legal basis for Metro appropriations to non-profit organizations is found in TCA §7-3-314 and TCA §6-54-111. These statutes require that organizations desiring financial assistance from Metro be nonprofit, charitable organizations. Such organizations must also file, with the clerk of the legislative body, a statement of the proposed use of the funds and the program that serves the residents of the county and provide a copy of an annual audit. Grantees must also provide copies of their annual report and audit as a prerequisite of funding. The following may be provided in lieu of an annual report: names, addresses, phone numbers of board of directors; narrative describing the mission and activities of the organization; statistical report on those activities for the past fiscal/program year (e.g., number of clients served with demographic information on the clients or number of other units of service if clients are not served; outcome of activities).

In accordance with Section 5.04.070 of the Metropolitan Code of Laws (E), located at the following link: [5.04.070 Grants made to nonprofit organizations](#), Grantees meeting the criteria below must submit the following information:

- Organizations with five-hundred thousand dollars or more in total annual revenue or receiving grant funds in excess of fifty-thousand dollars are required to submit an annual audit conducted by an independent CPA in accordance with generally accepted auditing standards;
- Organizations with total annual revenue between two-hundred thousand dollars and five-hundred thousand dollars or receiving grant funds between twenty-five thousand dollars and fifty-thousand dollars are required to submit a review of financial statements conducted by an independent CPA;
- Organizations with total annual revenue between fifty thousand dollars and two-hundred fifty thousand dollars or receiving grant funds between five thousand dollars

and twenty-five thousand dollars are required to submit a compilation of financial statements prepared by an independent CPA;

- Organizations with total annual revenue of fifty thousand dollars or less or receiving grants funds of five thousand dollars or less, are required to submit internally prepared financial statements.

The required report should reflect the most recently completed fiscal year and/or issued within the preceding 12 months of the application deadline. For example, if the NPO's fiscal year end is December 31, 2022, the application date is March 1; 2023, and the audit for the 2022 year is not going to be completed by the application deadline; the NPO can submit the audit from the prior year as long as that audit was issued between March 2, 2022 and March 1, 2023.

To be considered eligible to receive appropriations from Metro, a nonprofit organization must provide the following as evidence of nonprofit status:

- 501 (c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S.C.A., **or**
- 501 (c) (6) designation of exemption from federal taxation from the IRS as provided by 26 U.S.C.A., and
- Both a copy of the Articles of Incorporation as a nonprofit and the registration identification number for a charitable organization, provided by the State of Tennessee Secretary of State, or proof of such exemption as allowed, and
- Registration with the Secretary of State Office of Charitable Solicitations, indicating the agency is currently duly registered to solicit public funds in Tennessee as of the date of the application. A letter from the Secretary of State Charitable Solicitation Office issued within the last 12 months must be sent in as proof of current registration.

The following information is designed to provide grantees with information regarding selected provisions of the grant contract (See Appendix D) and sets forth the conditions whereby Metro will make payments of the appropriated funds.

Contract Terms and Conditions

A contract that includes a number of standard terms and conditions, written to protect the interests of the Metro Government, serves as the authority for payments to grantees. The contract will include specific clauses regarding the grantee's anticipated use of the appropriation. See Appendix D for a copy of the grant contract template.

Scope of Program

The Scope of Program section is completed using information from the Grantee Information Form (Appendix A) and/or grant application. The information submitted should be sufficient to ensure accountability and results. This information is necessary to enable Metro to better understand the benefits that the community derives from the appropriation, providing a full understanding of the grantee's anticipated use of the funds and also provides transparency regarding grant program expectations.

Spending Plans/Budgets

The Spending Plan is integral to the appropriation process in that it provides Metro insight as to how the funds will be used. The Spending Plan and the line-item detail must be sufficiently specific to accommodate proper controls and facilitate expenditure reviews.

The Spending Plan format should be used to affect an expedited Spending Plan review. For line-items that will be funded, complete as appropriate. If a line-item will not be funded, indicate such with "0.00" dollar amounts. Any changes in the Spending Plan in the contract that exceeds 10% of the line-item must be approved in advance by the Division of Grants and Accountability or the proper Metro department personnel administering the grant program. Changes to line-items previously unbudgeted or budgeted at "\$0.00", must be preapproved by the Division of Grants and Accountability or the proper Metro department personnel administering the grant program. Any changes in the Spending Plan in excess of the 10% or new line-items not previously approved by Division of Grants and Accountability or the

proper Metro department personnel may be subject to question costs during a monitoring review and funds could potentially be required to be returned to Metro.

Invoice Preparation and Submission

Upon the completion of the contract process, grantees will receive a copy of the signed contract and only then may invoices be submitted and processed for payment. Invoices should be based on the format provided with the signed copy of the grant contract and should be consistent with the payment terms of the contract. See Appendix B for a sample invoice. Each invoice should clearly show:

- Amount invoiced per line item for the invoice period,
- Amount invoiced per line item to date,
- Total amount invoiced for the period, and
- Total amount invoiced to date.

Invoices will not be reviewed and processed for payment until such time as all required contract approvals are complete and the contract has been filed with the Metro Clerk. Invoices should be submitted to:

Metro Payment Services
P.O. Box 196301
Nashville, TN 37219-6301

The appropriate Metro department will review submitted invoices and after approval, will submit the invoices to the Finance Department for processing and payment.

Payment Methodology

Metro's preferred payment methodology is that payments for awards of less than \$100,000 will be made quarterly on a cost reimbursement basis and payments for awards of \$100,000 or more will be made monthly on a cost reimbursement basis. Exceptions to Metro's preferred payment methodology may be granted on a grant-by-grant basis at the approval of the Metro Finance Director and/or their designee. Additionally, at the discretion of the Finance Director, organizations that receive findings during monitoring reviews conducted by Metro's Office of Financial Accountability may be subjected to closer oversight and a more stringent payment methodology.

The invoices submitted quarterly or monthly shall be based on actual expenditures. Please note that documentation of the actual expenditures of the total appropriation must be retained by the NPO for audit and monitoring purposes.

Payments

Only invoices released from the appropriate payment processing Metro department to the Finance Department will be processed for payment. No payment will be made until all contracts are complete and the contract has been filed with the Metro Clerk. Payments will be made consistent with the payment terms of the contract. Metro's preferred method of payment is by ACH as it is the most secure, cost effective and timely manner of payment. See Appendix F for a copy of the ACH form which should be completed.

Certifications of Assurance

To ensure delivery of services funded by Metro are consistent with certain laws, each grantee must, as a condition of funding, sign and return the Certification of Assurance included in the initial information packet. The certification covers the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1975, and Title VI of the Civil Rights Act of 1964. A separate certification prohibiting lobbying activities is also included in the packet. See Appendix G for a copy of the assurances.

CHAPTER 3: STANDARDS FOR FINANCIAL MANAGEMENT

All grantees that receive financial assistance must establish and maintain accounting systems and financial records to adequately account for the funds. Agencies awarded financial support must demonstrate the ability to account for the grant funds.

Accounting Systems

Recipients of Metro funds must ensure that the accounting systems meet certain minimum standards. Each grantee's accounting system should provide for and/or allow the following features, at a minimum:

- Receipts/revenues are classified by source
- Expenditures are identified by the grant and classified by the budget categories in the grant contract.
- Grant funds should not be commingled with other sources of funds.
- Adequate information to allow for prompt submission of expenditure reports for the grant.
- Funds specifically budgeted for one project may not be used to support another project.
- Whenever, applicable, grantees must comply with the match requirements of the grant. Grantees should utilize a tracking system that can clearly demonstrate the source and use of the matching funds.

Financial Records

Accounting, or financial, records facilitate routine internal financial management activities and work to assure the reliability and verifiability of financial reports. The financial records are important to confirm the use of Metro funding.

Each grantee must maintain the following four (4) types of records:

- (1) Written policies and procedures (such as personnel policies, travel policies, and purchasing policies, etc.);
- (2) Supporting documentation for expenditures (such as canceled checks, time sheets, invoices, and contracts, etc.) which support the books of account;

- (3) Budgets with supporting documentation for budget actions (such as budget requests, approval notifications, etc.);
- (4) Formal books of account such as journals and general ledgers.

Written Policies and Procedures

The grantee should establish written policies and procedures to express management's position on all operational procedures such as accounting, purchasing, personnel, etc. Such policies and procedures should also identify program-specific processes and procedures. Incorporating written policies and procedures in normal business activities is necessary to ensure consistent operation of the agency's programs and adequate documentation for an audit trail. These statements of operation also assist in directing new employees or refreshing current employees as to the method by which operations should take place. Management should review and revise the policies and procedures periodically to adapt to changing needs. This review should be routine and consistent to ensure current operational processes and procedures are properly reflected in the written policies and procedures.

Personnel Policies:

The governing board should adopt written personnel policies, of which the grantee should provide copies to every employee. These policies should address all matters concerning personnel including, but not limited to, the following:

1. Employment (including orientation, grievance, and termination procedures).
2. Salaries (including who can authorize salary increases, how often salaries can be changed, merit raises, overtime, and compensatory time).
3. Benefits:
 - a. Group insurance - how much, what kind, the entity's share, employee's share, who authorizes plans, who is included or excluded.
 - b. Retirement plan - how much, what kind, entity's share, employee's share, vesting, administration.
 - c. Sick leave - how accumulated, rate of accumulation, definition of sick leave upon termination.
 - d. Annual leave - how accumulated, rate of accumulation, how small a unit can be taken, notice required before taking, amount paid on termination, maximum amount that can be accumulated.

- e. Administrative leave - military duty, jury duty, emergencies.
 - f. Other leave – maternity/paternity, family emergency, bereavement, etc.
 - g. Rights of employee and employer.
4. Travel- who, how, and when travel and subsequent reimbursement applies, documentation required, advance policy, and specific rates for reimbursements for mileage, airfare, per diem, etc.
 5. Any other relevant policies.

Purchasing Policies:

The grantee should establish procedures to dictate the authority and procedures required for the organization's purchasing operation. Guidelines and regulations governing the purchases of supplies, equipment, contractual services, and other items helps to ensure that funds are expended a) in accordance with an approved budget and management's wishes, b) with consideration of the availability of funds to pay for such purchases, and c) in compliance with relevant grant requirements, laws and regulations.

To provide adequate support for purchases, the grantee should use consecutively pre-numbered purchase order forms to request an item(s) from vendors. Exempt from this requirement are contracts for professional services (where the contracts serve as detailed documentation), bills for utilities and office rental, and emergency telephone orders. It should show the date, name of vendor, type, quantity, price of supplies and equipment, and other items to be purchased. The grantee should designate a staff member to sign each purchase order and submit the original to the vendor.

Purchasing policies and procedures should encompass, at a minimum, the following issues:

1. **Initiation of Purchase:** Any staff member authorized by your chief executive or designee may initiate a purchase. When a purchase is initiated, a standard requisition, or a memorandum describing the type of item and quantity desired, is prepared and signed by the staff member initiating the purchase.
2. **Authorization of Purchase:** Staff members may make direct purchases of items when the total cost does not exceed a prescribed limit. When items may cost more than the prescribed limit, the chief executive or designee must give advance

approval of the acquisition. All requisitions, regardless of amount, should be submitted to the chief executive or designee

3. **Qualification of Vendors:** All vendors providing supplies, equipment, or services should be reputable firms having demonstrated capacity to produce or provide supplies, equipment, services, and other items within a reasonable time or within specific time limits established by the purchaser. Vendors should be subject to disqualification if they misrepresent quality, quantity, or price of what is being purchased. Vendors that exceed reasonable time limits should also be disqualified.
4. **Selection of Vendors:** Whenever possible, select qualified vendors on the basis of three price quotations or competitive bids. Prescribed limits should be established to direct when either method is required. Secure competitive bids for all items exceeding a prescribed limit in cost-per-unit and for orders exceeding a total aggregate prescribed limit. Solicit price quotations from qualified vendors for items for which unit cost exceeds a prescribed limit. Under certain circumstances supplies, equipment, services, or other items may be purchased without bids or quotations. Quotations may not be necessary if a qualified vendor is the sole source of the items to be purchased or, in cases of emergency, when immediate delivery is necessary for the entity's continued provision of adequate services. The executive director or an appointed designee should review all sole-source purchases. In any event, the executive should be apprised of any sole-source purchase, as soon as possible. A written memorandum explaining all emergency purchases and all other sole-source purchases exceeding an amount determined by management should be attached to the file copy of the purchase order.

Supporting Documentation

Supporting documentation is critical to the justification of financial statements and grant expenditure reports. The grantee must maintain supporting documentation to justify journal entries. The following are examples of supporting documentation:

Contributor transmittals	Bank reconciliations
Donor restrictions	Petty cash receipts
Donor pledges	Petty cash reimbursement requests
Written policies	Petty cash count sheets
Cash receipts	Inventory count sheets
Deposit slips	Purchase orders
Checks	Contracts
Bank statements	Support for sole source decisions

Fixed assets inventory listings	Correspondence
Time sheets	Board of Directors meeting minutes
Leave requests	Journal vouchers
Cumulative leave records	Annual financial reports with working papers
Travel claims	Annual program reports, including statistics, with working papers
Invoices	All journals and ledgers
Telephone logs	
In-kind vouchers	

Documenting Expenses:

All expenditures of the grantee should be reflected in the general ledger and financial statements. The grantee should ensure that all invoices have been entered into the accounting system and that no entries have been duplicated.

Proper documentation should be maintained for all expenditures to ensure that all financial statements are valid and adequately supported. The type of documentation necessary to support expenditures depends on the type of expenditures, however the following is typical:

- Invoices with the proper approvals and marked paid to prevent duplicate payments
- Detailed receipts for items purchased with a credit card. A credit card charge slip is not sufficient documentation to fully support the expenditure.
- Receiving report, if applicable
- Purchase order, if applicable
- Other supporting documentation, such as employee travel claim.

Failure to provide the adequate and sufficient supporting documentation for grant expenses could result in monitoring findings including questioned costs.

Check Filing:

To eliminate duplicate payments and provide an adequate audit trail, grantees should prepare one original check and at least two duplicate checks. One of the check copies should be filed in a numerical file while the other copy should be filed by date in the vendor file.

Grant File:

The agency must maintain a separate file for each grant. The file should contain at least the following items:

1. Grant agreement, including grant budget
2. All grant agreement amendments
3. Copy of periodic financial reports
4. Other pertinent information (e.g., correspondence)

Spending Plan/Budget

The organization must have a budget. Budgets are a basic part of the financial management of a multi-funded entity. Through budgeting, the grantee can plan in advance how to spend its resources. The expense categories in the budget must be consistent with expenditure classifications to provide for actual-to-budget comparisons.

The grantee should review all actual expenditures of the prior year when preparing overall budget. Also anticipated changes in allocations for revenues and expenditures for the coming year could impact the annual budget for all anticipated programs.

Formal Books of Accounts

The organization must maintain, at a minimum, the following formal accounting records:

1. **Cash Receipts Journal** - This journal should contain a separate entry for each receipt of money. Duplicate cash receipts and deposit slips should be the sources for entry to Cash receipts Journal.
2. **Cash Disbursements Journal** - This journal should contain a separate entry for each check issued. Costs for each object and functional expense classification should be summarized and posted to the appropriate general ledger account at the end of each month.
3. **General Journal** - This journal should be used to record transactions such as depreciation, allocations of payroll expense, and indirect costs.
4. **Payroll Register** - This register should be used to record each payroll check and provide the proper distribution of amounts withheld from employees' wages.

5. **In-kind Receipts Journal** - The receipt of in-kind contributions should be recorded in this journal. Such contributions must be properly documented to show the basis of evaluation and their relation to the program.
6. **General Ledger** - One general ledger must be maintained that summarizes all accounts. You may use any standard ledger form that has debit, credit, and balance columns. The chart of accounts in Section 3 includes the general ledger accounts most commonly used. An account is a device used to record and summarize increases and decreases in assets, liabilities, net assets, revenue, and expenses.
7. **Subsidiary Ledgers** should be used as needed. To avoid an unmanageably large number of general ledger accounts, you can group similar accounts and summarize them in the general ledger as one account. Such a combined general ledger account is called a "control account." The detailed records on the individual accounts of a control account are maintained in a separate set of records known as *subsidiary ledgers*. Accounts receivable, accounts payable, and payroll are some of the most frequently used subsidiary ledgers.

CHAPTER 4: INTERNAL CONTROLS

Internal control refers to policies and procedures established to provide reasonable assurance that:

- Resource use is consistent with laws, regulations and grant terms
- Resources are safeguarded against waste, loss and misuse; and
- Financial reports are reliable.

Internal controls are intended to encourage and protect sound management practices. Internal controls are simply the organization's system of checks and balances to ensure that no one employee has complete control of any entire process. All grantees should establish controls to reduce the potential of misuse of its assets or misstatement of its account balances. The controls are necessary to protect the employees as well as the organizations. Regardless the size of the organization, appropriate controls can and should be established to help deter fraud, misuse and abuse of the agency assets.

The goal of internal controls should be effective management, balancing asset protection with efficient operation. Since organizations differ in size, the grantee should select the appropriate mix of controls such as accounting system, the nature and volume of accounting transactions and staffing levels. The internal control system is comprised of five components: Control environment; risk assessment; information and communication; control activities; and monitoring. The most important of these components to the grantee is the control environment. The control environment refers to the attitudes, directives, actions, and general control awareness exhibited by the grantee's governing board through policies and procedures and follow-up actions.

An internal control system is vast, therefore for the purposes of this manual, the discussion of internal control is limited to two areas: cash disbursement and payroll.

Cash Disbursements

The grantee should ensure that disbursements are made only after proper authorization by the appropriate officials and are only for valid business purposes. All disbursements must be properly recorded. The grantee should take the necessary measures to ensure that no one employee has complete control of any process from beginning to end. The grantee

should make sure that the same person does not handle all of the following aspects of the same transaction:

- Authorization
- Processing
- Check Signing
- Recording
- Bank Reconciliation

Smaller nonprofit organizations may involve members of board of directors and the executive director to help attain an optimal or ideal level of segregation of duties over cash disbursements. The board of directors should determine the authorized check signers and the requirements for dual signatures.

Payroll

Payroll usually represents the most significant expenditure of the grantee; therefore, the grantee should establish adequate controls in this area. Grantees should use time sheets or timecards to support hours worked and leave/time-off taken, and to document appropriate approval(s) of the reported time. In addition to this, the grantee should ensure the following:

- Valid employees are paid and disbursements are made for services rendered
- Proper authorization of payroll records is obtained
- Proper records of payroll disbursements are maintained
- Compliance with payroll tax rules and regulations is attained
- Proper classification between employee or independent contractor - [IRS Worker Classification: Employee or Independent Contractor](#),

The grantee should also ensure adequate segregation of duties for payroll functions. Grantee should take the necessary measures to ensure that the check signers do

- Maintain unclaimed payroll checks,
- Approve employee time sheets
- Post payroll to the general ledger
- Review the payroll register or edit reports
- Review payroll-related tax withholding and deposits
- Distribute W-2 forms to employees
- Respond to W-2 inquiries

Other Internal Controls

In addition to the controls over cash disbursements and payroll the grantee can establish policies and procedures to address the following to increase the level of controls:

- Rotation of staff duties
- Restricted Access to Assets
- Fidelity Bonds
- Review of Disbursements
- Review of Journal Entries
- Ethics Policy
- Gifts and entertainment
- Taking kickbacks
- Using the grantees assets
- How to report fraud and unethical behaviors

External Auditors

The organization should only utilize the services of an independent auditor for completion of its annual audit, review of financial statements or compilation of financial statements whichever is required by Metro Code of Law 5.04.070. Per the Association of International Certified Professional Accountants (AICPA) Code of Professional Conduct, in the performance of any professional service, a member must maintain objectivity and integrity, shall be free of conflicts of interest, and shall not knowingly misrepresent facts.

CHAPTER 5: ALLOWABLE COSTS

All Metro grantees should account for the grant funds in a separate fund/class or maintain at the minimum a sub-ledger that accounts for Metro funds separately. Grantees that use Metro funds to support general operations should identify the portions supported with Metro funding. Such identification should be made at the time the expenditure is incurred and should be appropriately reported on the expenditure reports. Grantees should maintain supporting documentation for the Metro funds.

Allowable Costs for Metro grants

Unless specifically restricted or allowed by the terms of the grant contract, the types of expenses deemed allowable and or unallowable for Metro grants are consistent with the provisions of OMB SUPER Circular 2 CFR 200 *which became effective December 26, 2013*.

Grantees that receive financial assistance from Metro should ensure that expenditures incurred for the purposes of the grant meet certain criteria. Costs incurred must be:

- a reasonable use of funds.
- a necessary use of funds,
- for a reasonable amount,
- for a clear purpose,
- consistent with the purpose of the Grantee's program,
- compliant with the terms and purpose of the Metro grant,
- authorized within the budget,
- properly approved, and
- adequately documented

The agency should reevaluate its decision if the cost is answer to any costs does not meet these criteria.

The following costs are presented as general guidance to grantees. Special circumstances may affect the allowability of some costs. The rules stated are applicable only when the contract is silent of the issues. The specific terms of the grant may override these rules.

- 1) Salaries: Salaries and wages of employees involved in the administration of the grant program are **allowable**. This includes expenses for salaries and wages paid or accrued for services rendered during the grant period.
- 2) Benefits & Taxes: Costs for fringe benefits, pension plan, and payroll taxes for employees involved in the administration of the grant program are **allowable**.
- 3) Professional Fees: Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the organization, are **allowable, when reasonable in relation to the services rendered**.
- 4) Supplies: The costs of materials and supplies necessary to carry out grant are **allowable**. Such costs should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received by the organization. Only costs actually incurred for the performance of the contract or grant, and due credit should be given for any excess materials or supplies retained or returned to vendors.
- 5) Telephone: Costs for telephone and/or other telephonic equipment or services used to administer the grant program are **allowable**.
- 6) Postage and Shipping: Postage and shipping costs incurred in the normal operation of the grant program are **allowable**.
- 7) Occupancy: Occupancy costs, including costs of rental space and maintenance of a privately owned building, are **allowable**. Rent is not allowable if the building is owned by the grantee or if the grantee has substantial financial interest in the property.
- 8) Equipment: Equipment includes tangible property with a useful life of more than one year and an acquisition cost that equals or exceeds \$5,000. Such equipment purchased for the purposes of and for use in the grant program is **allowable if specifically approved**.
- 9) Printing And Publication: Publication costs include the costs of printing, distribution, promotion, mailing, and general handling. Such costs are **allowable**. If these costs are not identifiable with a specific cost objective or program, they should be allocated as indirect costs to all benefiting activities of the organization. Metro will participate based only on the benefit received.

- 10) Travel/Conferences & Meetings Costs: Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the organization. Conference and or meeting costs include seminars designed to increase the vocational effectiveness of employees, including registration fees and other related costs. Travel, conferences, and meeting costs are **allowable** when they are directly attributable to specific work under the grant or are incurred in the normal course of administration of the organization. Travel costs must be evidenced by an approved travel claim. Grantees must establish and use their own internal travel policy. Each grantee is subject to their established travel policy.
- 11) Insurance: Insurance includes that which the organization is required to carry under the terms of the award and any other insurance, which the organization maintains in connection with the general conduct of its operations. This paragraph does not apply to insurance, which represents fringe benefits for employees. The costs of insurance required or approved, and maintained, pursuant to the grant are **allowable**.
- 12) Specific Assistance to Individuals: Direct payments to eligible participants in the grant program are **allowable**. Such costs should be consistent with the program requirements and must be paid to only qualified individuals to be allowable.
- 13) Organization Costs: Costs of the organization's membership in business, technical, and professional organizations are **allowable**. Costs of the organization's subscriptions to business, professional, and technical periodicals are **allowable**. Costs of meetings and conferences, when the primary purpose is the dissemination of technical information, are **allowable**. This includes costs of meals, transportation, rental of facilities, and other items incidental to such meetings or conferences. Costs of membership in any civic or community organization are unallowable. Costs of membership in any country club or social or dining club or organization are unallowable.
- 14) Indirect Costs: Indirect costs are costs of an organization that are not readily assignable to a particular program but are necessary to the operation of the organization and the operation of the grant program. The cost of maintaining facilities and administrative salaries are examples of types of costs usually treated as indirect costs. Indirect costs are **allowable but must be reasonable, necessary and charged/allocated equitably based on the benefit received**. A copy of the agency's cost allocation plan should accompany the budget in the application packet.

The chart below provides information regarding Metro’s policy for the specific cost items. Grantees must rely on the detail policies for other conditions, which may impact their situation.

Selected Cost Items	Metropolitan Nashville Non Profit Grantees
Advertising & Public Relations	Allowable
Benefits & Taxes	Allowable with restrictions
Professional Fees	Allowable
Supplies	Allowable
Telephone	Allowable
Postage and Shipping	Allowable
Occupancy	Allowable
Equipment Rental & Maintenance	Allowable
Printing & Publication	Allowable
Travel/Conferences & Meetings	Allowable
Insurance	Allowable
Specific Assistance to Individuals	Allowable
Indirect Costs	Allowable

See **Appendix F** for **OMB SUPER CIRCULAR 2 CFR PARTS 200,215, 220, 225, AND 230 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

CHAPTER 6: UNALLOWABLE COSTS

Unallowable costs are affected by the circumstances. The following are a few selected costs items that are unallowable, per Metro guidelines. As set forth in Chapter 5: Allowable Costs, the grantee should ensure the costs meet the general criteria.

- (1) Alcoholic Beverages: Costs of alcoholic beverages are **unallowable**.
- (2) Bad debts: Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs are **unallowable**.
- (3) Contributions & Donations: Contributions and donations by the organization to others are **unallowable**.
- (4) Fines and Penalties: Costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations are **unallowable** except when incurred as a result of compliance with specific provisions of a contract or instructions in writing from the Metro Government.
- (5) Entertainment Costs: Costs of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, and gratuities are **unallowable**.
- (6) Lobbying: Costs associated with the following activities are **unallowable**:
 - I. Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity.
 - II. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections.
 - III. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or

employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation.

- IV. Any attempt to influence: (i) The introduction of Federal, State or local legislation; or (ii) the enactment or modification of any pending Federal State or local legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- V. Legislative or council liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

(7) Organization Costs: Expenditures, such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, whether or not employees of the organization, in connection with establishment or reorganization of an organization are **unallowable, except with prior approval of the Metro Government.**

(8) Patent Costs: Costs of (i) preparing disclosures, reports, and other documents required by the award and of searching the art to the extent necessary to make such disclosures, (ii) preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where title or royalty-free license is required by the Federal Government to be conveyed to the Federal Government, and (iii) general counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee agreements are unallowable.

(9) Selling and Marketing: Costs of selling and marketing any products or services of the organization are unallowable. These costs, however, are allowable as direct costs, with prior approval by awarding agencies, when they are necessary for the performance of Metro grant.

- (10) Severance pay: Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by organizations to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by (i) law, (ii) employer-employee agreement, (iii) established policy that constitutes, in effect, an implied agreement on the organization's part, or (iv) circumstances of the particular employment.
- (11) Depreciation Expense: Depreciation is a systematic process for allocating the cost of using up assets service potential or economic benefit over the assets' useful economic life. Depreciation is **NOT** an allowable grant expense for reimbursement purposes. As noted above Metro may, with specific approval, participate in the acquisition of equipment but will not allow depreciation of assets as allowable grant expense.

No Private Inurement

NPOs, as exempt organizations, are not prohibited from making a profit (having revenues greater than expenses), however none of the profit can personally benefit any individual, resulting in inurement. Internal Revenue Service rules against private inurement state that persons who created or control a tax-exempt organization, including its members, employees and other insiders, are prohibited from receiving any of the organization's funds or assets, except when:

- Such person is paid a reasonable compensation for services rendered to the organization (or related expenses), or
- Such person pays an amount, equal to the fair market value, for any of the organization's assets they receive.

Insiders must be treated the same way as anyone else; they may not personally benefit from the existence or operation of the organization. In accordance with this federal rule, Metro's grant regulations also prohibit private inurement.

No Excess Benefit Transactions

An excess benefit transaction occurs when an organization provides an economic benefit, directly or indirectly to a disqualified person that exceeds the value of the consideration given by the person in return. Internal Revenue Service regulations also prohibit insiders from receiving benefit in excess of what would be considered normal. The rules impose penalties against individuals or entities that enter into excess benefit transactions with an exempt organization. Metro grant funds expended, as part of excess benefit to any individual, should be refunded to Metro.

No Fundraising Costs

Fundraising costs may include personnel expenses, consulting fees, occupancy costs, printing, postage, telephone, fax, mailing lists, costs of attending workshops on fundraising, expenses for kick off campaigns etc which are expended to increase awareness of the agency and raise money for the grantee. No Metro funds should be used for the purposes of fundraising.

The following chart summarizes the comparison of cost items according to OMB SUPER Circular 2 CFR PART 200 and Metro guidelines: See **Appendix C**.

Selected Cost Items	Metropolitan Nashville Non Profit Organizations
Alcoholic Beverages	Unallowable
Bad Debts	Unallowable
Contributions & Donations	Unallowable
Fines and Penalties	Unallowable
Entertainment Costs	Unallowable
Lobbying	Unallowable
Organization Costs	Unallowable
Patent Costs	Unallowable
Selling & Marketing	Unallowable
Severance Pay	Unallowable
Depreciation Expense	Unallowable

CHAPTER 7: INDIRECT COSTS AND COST ALLOCATION

Nonprofit organizations that intend to report indirect cost on the grants must follow these guidelines on Indirect Costs and Cost Allocation

Typically, organizations account for three cost categories: direct costs, administrative costs, and allocable-direct costs. Direct costs are those costs that can be identified to benefit a specific activity. Administrative costs are costs that benefit the operations of the entire agency but cannot be identified to specific activities. Allocable-direct costs are costs that benefit more than one activity but are not administrative in nature.

Direct Costs are charged directly to the program or activity that the costs benefit. Those costs are not pooled. Those costs can be directly identified to the specific program or activity or service.

Allocable-direct and administrative costs, which form the Indirect costs, must be allocated to a particular cost objective, such as a grant, project, service, function, or other activity, in accordance with the relative benefits received. Allocable Costs accumulated and reported on Metro grant must:

- (a) Be treated consistently with other costs incurred for the same purpose in like circumstances, and
- (b) Be necessary to the overall operation of the organization.

Unallowable costs which cannot be reported as direct charge, are still unallowable as part of allocable costs. Such costs should be adjusted out of the allocable cost pools before allocation to the various program and grants.

The indirect costs must be accumulated in cost pools and reported in a separate line item in reports to Metro.

Cost accounting consists of accumulation of costs by their natural expense classification and distributiolallocation of these costs to cost objectives. Cost allocation consists of direct assignment of direct costs to specific cost objectives and, when direct assignment is not possible, allocation of allocable costs to multiple cost objectives on some basis.

Cost Accumulation

Before costs are distributed to cost objectives, they are accumulated by line-item expense categories (also referred to as “natural expense classifications” and “object expense categories”). Some examples of line-item expenses are salaries, occupancy, telephone, postage and shipping, printing and duplication, and supplies. Costs are assigned directly to specific line items. Cost objectives are not involved and cost “allocation” per se is not involved in the assignment of expenses to various line items or natural expense classifications.

Cost Allocation

Cost allocation in not-for-profit organizations is the distribution of line-item costs such as salaries and supplies to cost objectives such as regions, organizations, functions, departments, programs, grants, projects, contracts, cost centers, services, and activities. A cost objective is any activity for which a separate measure of costs is desired. With activity accounting, all line-item costs are distributed to activity-level cost objectives. Activities are assigned to various summary-level cost objectives such as those listed above and costs for summary-level cost objectives are determined by aggregating the costs of the activities assigned to the cost objectives. All Grantees that use Metro funds to cover indirect costs to Metro must:

- (a) have an established cost allocation policy and
- (b) the plan must be well documented, showing organization-wide allocation methodology.

Metro will accept cost allocation plans approved by federal or state cognizant agency. The cost allocation plan includes a narrative describing in detail the methods used to allocate costs to various activities, an organizational chart, and documents and schedules to support the allocations methods.

CHAPTER 8: REPORTING REQUIREMENTS

Expenditure Report

All grantees must submit expenditure reports once a year to reconcile grant receipts with grant revenues. Metro will monitor Grantees for compliance with reporting requirements. Failure to comply with the reporting requirements would constitute a violation of the grant contract.

The expenditure reports should be in the format shown on Appendix C. The expenditure report is due 45 days after the end of the grant period. If Metro funds are fully exhausted before the end of the grant period, the grantee can submit the expenditure report earlier.

Program Report

All grantees must submit programmatic report once_a year to explain how the grant has been used on behalf of the citizens of Metro. The report is due 45 days after the end of the contract term. Failure to comply with the program reporting requirements would constitute a violation of the grant contract.

CHAPTER 9: RECORD RETENTION AND ACCESS REQUIREMENTS

Retention of Records

Generally, the grantee must maintain all financial records, supporting documentation, program documentation, and all other relevant records pertaining to the Metro grant contract for a period of at least three years after the completion of the grant period, but could be longer depending on the nature of the grant. Any deviation from the general three-year retention requirement will be specially included and stated within the grant contract.

The grantee should retain all books of original entry, source documents to support accounting transactions, general ledger(s), subsidiary ledger(s), personnel and payroll records, cancelled checks, and documents and records related to the funds provided by Metro. The records of not-for-profit entities should be maintained in accordance with this Manual.

Maintenance of Records

The grantee shall maintain and identify the records by fiscal and/or grant period(s) separately and maintain the information in such a manner that they can be easily identified. The grantee shall ensure the records are adequately protected against theft, fire, or other damage.

Access to Records

Metro Government and its appointed officials shall have the right to access any applicable books, documents, papers, or other records of the grantee that pertain to, support, or document the Metro grant funds for monitoring, auditing, or examination purposes. The right of access shall not be limited to the retention period but shall extend as long as the records are retained by the organization.

CHAPTER 10: COMPLIANCE MONITORING

Compliance Monitoring

Each fiscal year, Metro awards appropriations to nonprofit agencies to operate numerous programs. All recipients of Metro grant funds are subject to monitoring by Metro's Department of Finance, Office of Financial Accountability (OFA), regardless of the granting Metro department. OFA monitors nonprofits receiving Metro grants to ensure adherence to the specific intents, restrictions, and requirements of the Metro Council or the specific awarding agency, the executed contract and compliance with this Grants Manual. The staff from OFA may, on a case-by-case basis, perform a preliminary assessment of the grantee's capacity and ability to account the funds prior to execution of grants or the release of funds.

Monitoring is the review process used to determine an entity's compliance with the requirements of Federal, state, and/or local programs, adherence to applicable laws and regulations, and measures of progress toward stated results and outcomes. Monitoring efforts determine the level of compliance with program expectations and identify operational changes. Monitoring can also determine if the financial management and the accounting system are adequate to account for program funds in accordance with government requirements. A monitoring review is substantially less in scope than an audit. The OFA does not audit the financial statements and, accordingly, does not express an opinion or any assurances regarding the financial statements of the nonprofits or any of its component units.

The primary objectives of the monitoring review by OFA will be:

- a) To determine whether the agency has the resources and capacity to administer the grant funds
- b) To test if costs and service are allowable and eligible
- c) To verify that program objectives are being met
- d) To test the reliability of the financial and programmatic reporting
- e) To test the reliability of internal controls
- f) To verify contractual compliance
- g) To verify that civil rights requirements are being met

Additional objectives will be considered as deemed necessary by OFA. The OFA will ensure the executive director or the designated appointee of the agency under review remains aware of such additions to the monitoring review objectives.

OFA will follow the guidelines recommended by **OMB SUPER CIRCULAR 2 CFR PARTS 200,215, 220, 225, AND 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** and employ various monitoring techniques to test the following core areas and objectives:

1. **Activities Allowed and Unallowed:** to ensure the types of goods and services purchased with the grant funds are allowable under the program requirements.
2. **Civil Rights:** to ensure compliance with civil rights laws, including ADA compliance.
3. **Allowable Cost and Cost Principles:** to ensure both direct and indirect costs under the Metro grant are in accordance with the limitations and requirements of the grant contract.
4. **Eligibility:** to ensure that individuals and groups served meet the specific criteria of the grant program.
5. **Equipment and Real Property:** where applicable, to ensure the grantee maintains adequate equipment and property management records to meet the requirements.
6. **Matching Funds, Level of Effort, and Earmarking:** where applicable, to ensure the grantee contributed its own resources, as specified to match the grant funds.
7. **Period of Availability:** to ensure grant funds are expended only within the grant period.
8. **Program Income:** where applicable, to ensure program income earned during the grant period, as a direct result of the grant funds, are retained by the grantee and used to enhance the program or reduce the eligible grant costs.
9. **Reporting:** to ensure the required reports are filed and that filing is timely.
10. **Subrecipient Monitoring:** where applicable, to ensure the grantee has an adequate system to monitor any subrecipients' compliance with contracts, policies, and procedures.

Monitoring Report

Monitoring reports are issued from the Office of Financial Accountability to the organization's current Board Chair upon completion of the compliance monitoring reviews. These reports are publicly available and will be posted online at the following location: [Non-Profit Monitoring Review Reports](#)

Monitoring Findings/Corrective Action Plans

Organizations that receive findings of noncompliance are required to submit a corrective action plan that address the steps and procedures that the organization plans to take to correct the issue(s) contained within the monitoring finding(s). The corrective action plans are due to the Metro Grantor within 14 days of the issuance of the monitoring report. Organizations should adhere to the corrective action submission instructions contained within the monitoring reports. Failure to submit a corrective action plan as required could result in the organization not being eligible for future grant awards.

The Metro grant administering department is responsible for reviewing and approving corrective action plans submitted by the organizations they awarded grant funding. The approval should be communicated in writing with a copy provided to the Office of Financial Accountability.

Questioned Cost

Organizations that receive monitoring findings that result in questioned cost could be required to return the grant funds to Metro as part of their corrective action plan. The Metro grant administering department should provide instructions to the organization outlining the proper process of returning the grant funds.

APPENDICES

APPENDIX A- GRANTEE INFORMATION FORM

APPENDIX B- SAMPLE INVOICE FORMAT

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
INVOICE FOR PAYMENT**

**Mail to: METRO PAYMENT SERVICES
P.O. BOX 196301
Nashville, TN 37219-6301**

NAME OF RECIPIENT :		INVOICE DATE:	(No Back-Dating)
ADDRESS :		FOR THE PERIOD(S):	
ADDRESS :		CONTRACT PERIOD:	
ADDRESS :		CONTRACT #:	L-
		CONTACT PERSON:	
FEDERAL ID # :		TELEPHONE # :	
		EMAIL ADDRESS:	
COST CATEGORIES	TOTAL CONTRACT SPENDING PLAN (note: any changes to the contract Spending Plan must be first approved by Metro)	THIS PERIOD'S INVOICE AMOUNT	COMMENTS
Salaries and Wages			
Benefits and Taxes			
Total Personnel			
Professional Fees			
Supplies			
Communications			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Insurance			
Specific Assistance to Individuals			
Other Non-Personnel			
Total Nonpersonnel			
TOTAL			

I certify to the best of my knowledge and belief that the above is correct and the amount invoiced is in accordance with the contract conditions and that payment is due and has not been previously paid.

RECIPIENT'S AUTHORIZED SIGNATURE

Name Title Date

(rev. 4/13)

APPENDIX C- SAMPLE ANNUAL EXPENDITURE REPORT

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

ANNUAL EXPENDITURE REPORT

NAME		CONTRACT #:	
ADDRESS		START DATE:	
CITY, STATE & ZIP		END DATE:	
		CONTACT PERSON	
FEDERAL ID #		CONTACT TELEPHONE (615) _____ - _____	

COST CATEGORIES	TOTAL METRO CONTRACT SPENDING PLAN (OR DGC APPROVED)	TOTAL ACTUAL EXPENDITURES OF METRO FUNDS FOR THE	FOR OFFICE USE	
			VARIANCE ACTUAL TO BUDGET	COMMENTS
Salaries and Wages				
Benefits and Taxes				
Total Personnel Expenses				
Professional Fees				
Supplies				
Communications				
Postage and Shipping				
Occupancy				
Equipment Rental and Maintenance				
Printing and Publications				
Travel/Conferences & Meetings				
Insurance				
Specific Assitnace to Individuals				
Other Non-Personnel				
Total Nonpersonnel				
TOTAL				

I certify to the best of my knowledge and belief that the above represents total expenditures incurred for the purposes of the Metro Grant.

RECIPIENT		DIVISION OF GRANTS COORDINATION	
AUTHORIZED SIGNATURE:		REVIEWER:	
TITLE		TITLE	
DATE	____ / ____ / ____	DATE	____ / ____ / ____

NOTE: This report is due, along with the Final Program Report, 45 calendar days after the contract end date.

Please either e-mail, mail or deliver to Metro Government, Division of Grants Coordination, per the instructions outlined in the Final Program Report.

APPENDIX D-
OMB SUPER CIRCULAR 2 CFR PARTS 200,215, 220, 225, AND 230
Uniform Administrative Requirements, Cost Principles, and Audit Requirements
for Federal Awards

This guidance supersedes and streamlines requirements from

OMB Circulars A-21,

OMB Circulars A-87,

OMB Circulars A-110,

OMB Circulars A-122;

OMB Circulars A-89,

OMB Circulars A-102,

OMB Circulars A-133; Single audit

OMB Circular A-50 on Single Audit Act follow-up

<https://federalregister.gov/a/2013-30465>

APPENDIX E - SAMPLE GRANT CONTRACT TEMPLATE

**Grant contract between the Metropolitan Government of Nashville and Davidson County
and «GranteeName», Contract # _____ May 2, 2023**

**GRANT CONTRACT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
«GranteeName»**

This Grant Contract issued and entered into pursuant to Substitute BL2022-1248, by and between the Metropolitan Government of Nashville and Davidson County ("Metro"), and «GranteeName», ("Recipient"), is for the provision of «DscrptnSrvs», as further defined in the "SCOPE OF PROGRAM". The Recipient's annual report and audit are incorporated herein by reference.

A. SCOPE OF PROGRAM:

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

«Scp_Pgrm»

A.2. The Recipient must spend these funds consistent with the Grant Spending Plan, attached and incorporated herein as Attachment 1. The Recipient must collect data to evaluate the effectiveness of their services and must provide those results to Metro upon request.

A.3. The Recipient will only utilize these funds for services the Recipient provides to documented residents of Davidson County. Documentation of residency may be established with a recent utility bill; voter's registration card; driver's license or other government issued-ID; current record from a school showing address; affidavit by landlord; or affidavit by a nonprofit treatment, shelter, half-way house, or homeless assistance entity located within Davidson County. Recipient agrees that it will not use Metro funding for services to non-Davidson County residents.

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

B. GRANT CONTRACT TERM:

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____ May 2, 2023

B.1. **Grant Contract Term.** The term of this Grant will be twelve (12) months, commencing on July 1, 2022 and ending on June 30, 2023. Metro will have no obligation for services rendered by the Recipient that are not performed within this term.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. **Maximum Liability.** In no event will Metro's maximum liability under this Grant Contract exceed «Writtenamt» dollars («TextNumberAmt»). 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.

«Payment_Methodology»

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

Final invoices for the contract period should be received by Metro Payment Services by July 15, 2022. 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's Office of Grants and Accountability (OGA), within 45 days of the end of the Grant Contract. Said report must be in form and substance acceptable to Metro and must be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____ May 2, 2023

- C.4. **Payment of Invoice.** The payment of any invoice by Metro will not prejudice Metro's right to object to the invoice or any other related matter. Any payment by Metro will neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs included therein.
- C.5. **Unallowable Costs.** The Recipient's invoice may be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs. Utilization of Metro funding for services to non-Davidson County residents is not allowed.
- C.6. **Deductions.** Metro reserves the right to adjust any amounts which are or become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or become due and payable to Metro by the Recipient under this or any Contract.
- C.7. **Travel Compensation.** Payment to the Recipient for travel, meals, or lodging is subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.
- C.8. **Electronic Payment.** Metro requires as a condition of this contract that the Recipient have on file with Metro a completed and signed "ACH Form for Electronic Payment". If Recipient has not previously submitted the form to Metro or if Recipient's information has changed, Recipient will have thirty (30) days to complete, sign, and return the form. Thereafter, all payments to the Recipient, under this or any other contract the Recipient has with Metro, must be made electronically.
- D. **STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** Metro is not bound by this Grant Contract until it is approved by the appropriate Metro representatives as indicated on the signature page of this Grant.
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____ May 2, 2023

- 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. **Subcontracting.** The Recipient may not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of Metro. Notwithstanding any use of approved subcontractors, the Recipient will be considered the prime Recipient and will be responsible for all work performed.
- D.5. **Conflicts of Interest.** The Recipient warrants that no part of the total Grant Amount will be paid directly or indirectly to an employee or official of Metro as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Recipient in connection with any work contemplated or performed relative to this Grant Contract.
- D.6. **Nondiscrimination.** The Recipient hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Recipient on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws. The Recipient must, upon request, show proof of such nondiscrimination and must post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.7. **Records.** The Recipient must maintain documentation for all charges to Metro under this Grant Contract. The books, records, and documents of the Recipient, insofar as they relate to work performed or money received under this Grant Contract, must be

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____ May 2, 2023

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

- D.8. **Monitoring.** The Recipient's activities conducted and records maintained pursuant to this Grant Contract are subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this grant available for review by the Metropolitan Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.
- D.9. **Reporting.** The Recipient must submit an Interim Program Report, to be received by Metro's Office of Grants and Accountability (OGA), by no later than February 17, 2023, and a Final Program Report, to be received by Office of Grants and Accountability (OGA), within 45 [forty-five] days of the end of the Grant Contract. Said reports shall detail the outcome of the activities funded under this Grant Contract.
- D.10. **Strict Performance.** Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement is not a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract is considered to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Grant.
- D.11. **Insurance.** The Recipient agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Grant Contract.
- D.12. **Metro Liability.** Metro will have no liability except as specifically provided in this Grant Contract.

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____ May 2, 2023

D. 13. **Independent Contractor.** Nothing herein will in any way be construed or intended to create a partnership or joint venture between the Recipient and Metro or to create the relationship of principal and agent between or among the Recipient and Metro. The Recipient must not hold itself out in a manner contrary to the terms of this paragraph. Metro will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D. 14. **Indemnification and Hold Harmless.**

(a) Recipient agrees to indemnify, defend, and hold harmless Metro, its officers, agents and employees from any claims, damages, penalties, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Recipient, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and any claims, damages, penalties, costs and attorney fees arising from any failure of Recipient, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

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

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

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

D.15 **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party. Except as provided in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a breach under this Grant Contract. The non-performing party will be excused from performing those obligations

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directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. Recipient will promptly notify Metro within forty-eight (48) hours of any delay caused by a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

- D.16. **State, Local and Federal Compliance.** The Recipient agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Grant Contract. Metro shall have the right to terminate this Grant Contract at any time for failure of Recipient to comply with applicable federal, state or local laws in connection with the performance of services under this Grant Contract.
- D.17. **Governing Law and Venue.** The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof will be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract will be in the courts of Davidson County, Tennessee.
- D.18. **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Headings.** Section headings are for reference purposes only and will not be construed as part of this Grant Contract.
- D.20. **Metro Interest in Equipment.** The Recipient will take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to Metro's equitable interest therein, to the extent of its *pro rata* share, based upon Metro's contribution to the purchase price. "Equipment" is defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

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

D. 21. **Assignment—Consent Required.** The provisions of this contract will inure to the benefit of and will be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Recipient under this contract, neither this contract nor any of the rights and obligations of Recipient hereunder may be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer will not release Recipient from its obligations hereunder. Notice of assignment of any rights to money due to Recipient under this Contract must be sent to the attention of the Metro Department of Finance.

D.22. **Gratuities and Kickbacks.** It will be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy in any proceeding or application, request for ruling, determination, claim or controversy or 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

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standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.23. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract must be in writing and must be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro

For contract-related matters: invoices:	For enquiries regarding
Office of Grants and Accountability 700 2 nd Avenue South, Suite 201 201 PO Box 196300 Nashville, TN 37219-6300 (615) 862-6726 phone, (615) 880-2800 fax	Office of Management & Budget 700 2 nd Avenue South, Suite PO Box 196300 Nashville, TN 37219-6300 (615) 862-6509, (615) 880-2800
fax	

Recipient

«Title» «FirstName» «LastName», «JobTitle»
«GranteeName»
«Address1»
Nashville, TN «Zip»
«Phone», phone

Grant contract between the Metropolitan Government of Nashville and Davidson County and «GranteeName», Contract # _____ May 2, 2023

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

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

D.25. **Certification Regarding Debarment and Convictions.**

- a. Recipient certifies that Recipient, and its current and future principals:
 - i. are not presently debarred, suspended, or proposed for debarment from participation in any federal or state grant program;
 - ii. have not within a three (3) year period preceding this Grant Contract been convicted of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) grant;
 - iii. have not within a three (3) year period preceding this Grant Contract been convicted of embezzlement, obstruction of justice, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

**Grant contract between the Metropolitan Government of Nashville and Davidson County
and «GranteeName», Contract # _____ May 2, 2023**

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.25a(ii) and D.25a(iii) of this certification.

b. Recipient shall provide immediate written notice to Metro if at any time Recipient learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals fall under any of the prohibitions of Section D.25(a).

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

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**Grant contract between the Metropolitan Government of Nashville and Davidson County
and «GranteeName», Contract # _____ May 2, 2023**

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

RECIPIENT: «GranteeName»

By: _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

Title: Chair, Board of Directors

Director of Finance

APPROVED AS TO FORM AND
LEGALITY

Metropolitan Attorney

FILED IN THE OFFICE OF THE
CLERK:

Metropolitan Clerk

APPENDIX F – ACH FORM

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE
TREASURY DIVISION
ACH (AUTOMATED CLEARING HOUSE) CREDITS**

COMPANY NAME _____

Federal Identification Number or Social Security Number (under which you are doing business with Metro) _____

I (We) hereby authorize the Treasurer of the Metropolitan Government of Nashville and Davidson County, hereafter called METRO TREASURER, to initiate credit entries to my (our) (select type of account) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until METRO TREASURER has received written notification from me (or either of us) of its termination in such time and in such manner as to afford METRO TREASURER and DEPOSITORY a reasonable opportunity to act on it.

*****M

any banking institutions use different numbers for ACH. **Please call your bank for verification of ACH transit and account number.**

Bank Official contacted:

_____ Phone _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT/ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names & email addresses of authorized account signatory)

SIGNED _____ DATE _____

SIGNED _____ DATE _____

Phone _____

*****Please note: The first initial payment will be an actual check. If there are no errors with the above banking information, all payments that follow will be processed by ACH.**

APPENDIX G – CERTIFICATION OF ASSURANCES



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 Direct Appropriation
Certifications of Assurance**

Recipient Name

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: _____
Title: _____
Agency Name: _____
Date: _____

APPENDIX G – NON-PROFIT GRANTS MANUAL ACKNOWLEDGEMENT



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

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

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

Recipient Name

February 2, 2023

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

- Receipt of the Non-Profit Grants Manual, updated February 2, 2023, issued by the Division of Grants and Accountability. Electronic version can be located at the following: [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: _____
Title: _____
Agency Name: _____
Date: _____