MEGAN BARRY,
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FISCAL YEAR 2017
METROPOLITAN NASHVILLE
COMMUNITY ENHANCEMENT FUND (CEF)
HANDBOOK

APPLICATION DEADLINE:
APRIL 29, 2016

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

MEGAN BARRY
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

March 8, 2016

To Our Nonprofit Leaders:

First, let me say thank you for the invaluable work you do on behalf of so many people in our community. Nashville is truly fortunate to have a vibrant non-profit sector. As I embark on my first-term as Mayor, I am grateful for your continued partnership with Metro to build a Nashville that works for everyone.

This year, we will continue the Community Enhancement Fund program to support the vital work of our non-profit partners. CEF grants will focus on the areas of greatest need within the broader priorities of **Domestic Violence, Afterschool Programs, Community Service and Literacy**. If your agency provides services in any of these four important categories, we invite you to apply.

While the CEF will operate as normal for the upcoming fiscal year, starting in FY18 we anticipate new opportunities for collaboration. Nashville is a growing city with shifting needs. Our challenge is to ensure that public resources are being connected to these areas in an open, efficient and accountable way. That is why my administration is reviewing all Metro programs to ensure citizen needs are at the center of everything we do.

Enclosed is the FY17 CEF Grant Handbook which contains information about the program and application process. As a reminder, you are required to attend one applicant training session on either **April 6th** or **7th** in order to qualify for funding. Completed applications are due by **April 29, 2016.**

Thank you again for the important work you do.

Sincerely,

Megan Barry
Mayor

THE PURPOSE AND DEFINITIONS OF THE FY17 COMMUNITY ENHANCEMENT FUND

The Community Enhancement Fund (CEF) has been designed to meet community needs by funding programs:

- Services not currently provided by Metro Nashville Government.
- Services which enhance those already provided by Metro Nashville Government.

The CEF is particularly focused on helping to fill significant gaps in community services. During the first year of the CEF program, definitions for each of the service categories were intentionally broad and general. Building on the experience of that year and on strategic assessments of needs and gaps in the Nashville community, the grants are now focused more specifically each year on what citizens need the most in that year. When such priorities are set, valuable services and high-quality programs that don't fall within those priorities are of necessity left off the list. Needs and priorities will be reassessed each year, and agencies whose programs fall outside the priorities this year could well become eligible in the future.

CEF Service Category Definitions:

Literacy:
Reading is the backbone of education; students' inability to read fluently impacts their ability to learn and to achieve short- and long-term academic success. Yet, the most recent TCAP results demonstrate that Nashville's public school students still lack proficiency in reading.

Moreover, Nashville has many adults who are native English speakers, but who have reached adulthood without the ability to read and write. In addition, many adults in Nashville are not native English speakers, and need to learn to speak, understand, read, and write English fluently. The abilities of Nashville's adults impact Nashville's families and economy.

The CEF will fund programs that help young people or adults gain literacy. For adults, "literacy" is defined as proficiency in reading comprehension and writing, and in speaking and understanding the English language. For youth, "literacy" also includes reading readiness skills.

Within this definition, adult literacy is prioritized, but not to the exclusion of youth literacy. Within youth literacy, priority is given to youth who read below grade level or who need English language acquisition.

Domestic Violence:
Domestic violence, defined as violence against women and children in the home by a spouse or partner, is the number one cause of homelessness for women. Domestic violence is the single largest cause of injury to women between the ages of 15–44, more than muggings, car accidents and rapes combined. Domestic violence rates in Nashville remain an area of great concern. In 2014, Metro Police Department reported 26,641 cases of domestic violence and 11 domestic

violence related homicides. The number of **2015** incident reports (including unfounded incidents) in which one or more victims is listed as a domestic disturbance victim: **26,745**. The number of DV homicides was **14**.

The priority for CEF Domestic Violence funding from the FY17 Community Enhancement Fund is personal safety and family protection. Within that definition, priorities are: first, shelter, then case (legal) advocacy, then counseling. Services to be provided must be specific to domestic violence victimization. For example, an application for generic shelter beds that *could* be occupied by domestic violence victims would not be eligible unless the applicant proposed to provide services with those beds tailored for domestic violence victims. (Note: no funding is available for prevention services or for child abuse services.)

Funded programs should work collaboratively and in coordination with Metro's Family Justice Center and Metro's Domestic Violence Advisory Committee.

Community Service:
Individuals and families in our community continue to find themselves in unexpected economic crisis. While the economy has rebounded, unemployment, downward wage pressure, housing affordability, including household costs continue to leave many on the verge of poverty or homelessness. Additionally, youth violence and youth unemployment have become areas of concern in our city with many youth expressing concerns over lack of employment and training opportunities. Existing job growth in Davidson County is positive but only for those with the education and training to take advantage of expanding job opportunities. Existing government and non-profit programs have begun to address these issues, but additional capacity is needed, particularly to assist those who may not qualify for existing programs.

The CEF will fund services provided for youth related to violence prevention, individuals and families experiencing economic crisis that address basic needs (housing, food, transportation), and/or case management services that support the above. Housing means shelter-related needs such as rental assistance, utilities, and mortgage assistance. Funded programs should encourage economic and financial stability and work collaboratively and in coordination with financial education and counseling programs exhibiting demonstrated, evidence-based, measureable outcomes. (Anyone needing domestic violence-related housing should apply through the Domestic Violence service category.)Transportation refers to costs necessary to enable recipients to travel to and from the service providers; to access the needed community service assistance. Allowable Transportation assistance may include bus passes/tickets and/or taxi fares to and from the service providers to obtain/access the other basic needs assistance. Transportation and housing assistance may also be utilized for individuals to assist with attending job related training or education to help obtain employment for the unemployed or improve wages for those individuals with low incomes. Transportation does not include acquisition of capital items such as purchase of vehicles or other forms of transportation. (Note: no funding is available for services for those who are already homeless.)

Afterschool Programs:
School-aged children and youth only spend 20% of their waking hours at school and numerous national studies have proven the connection between active participation in high-quality afterschool programs and higher levels of school engagement, attendance and performance. But only 10% of MNPS middle-school students, for example, are currently engaged in regular, structured afterschool programming.

The CEF will fund structured out-of-school programs provided to children and youth, pre-K through high school diploma, that promote student success. Program components must provide academic enhancement, life skills, and fitness/recreation activities in an intentional and compelling way. Community service and/or preparation for post-secondary activities are encouraged in addition, where appropriate. Sufficient exposure for success (duration, intensity and breadth) is critical**, at least 3 days per week** over an extended period of time.

An extended period of time is defined as a minimum of 180 hours totally per child. Examples:
2 hours/day for 4 days/week for 24 (of the 36) weeks during the school year = 192 hours

8 hours/day for 5 days/week for 5 weeks of summer camp = 200 hours

8 hours/day for 4 days/week for 6 weeks of summer camp = 192 hours

In addition, programs in the Afterschool Program area will be assessed against the five **Program Design Factors, reflecting the *"Nashville After Zone Alliance Standards of Program Quality" (NAZA)** as follows:

Health, Safety and the Environment
- The program space provides an atmosphere of welcome, comfort, ownership, and respect for youth and their families.
- The program supports and protects the physical, mental, social, and emotional health of all youth. Food served meets USDA guidelines for meals and snacks. See http://foodandhealth.com/usda-school-snack-guide/.

Relationships
- All adults use positive behaviors and language, including tone and body language, which reflect appropriate role-modeling and support young people's growth and potential. Adults are actively involved with youth during programming/activities.
- All adults use positive discipline methods effectively (giving attention to positive behaviors; and redirecting).
- Adults encourage youth to make choices, become more responsible, and build a sense of purpose. Youth interact with each other in positive ways and develop a sense of belonging.

Programming and Activities

- Activities are relevant, engaging, varied, and responsive to the developmental and physical needs, as well as the learning styles, of the age groups being served.
- Activities are well-planned, youth-centered, and culturally-sensitive. Staff and volunteers are well-prepared to lead them.
- Adults are thoughtful about influencing learning and increasing knowledge of youth.

Staffing and Professional Development

- Staff and volunteers are well-prepared to work with youth and their families, through pre-service orientation/training and on-going professional development that supports their own growth and build more effective program practice.
- Program managers assess performance and satisfaction among staff and volunteers, identify needs and facilitate improvement as necessary.

Administration

- Program policies and procedures are responsive to the needs of youth and their families.
- The program builds and sustains partnerships with the community, including schools, government, and non-profit providers.
- The administration provides sound leadership and management, including strategies for continuous program quality improvement.

Please note: An important aspect of meeting the NAZA (Nashville After Zone Alliance) standards of quality is program assessment. During the contract period, applicants are encouraged to regularly evaluate their afterschool program to determine and address areas in need of improvement. Suggested methods of evaluation could include the following:

- Participate in assessment-related NAZA training sessions and implement assessment strategies learned (either YPQA or the Youth Assets Survey or both)
- Implement an alternative validated program assessment process (that correlates well with the Program Design Factors) and make changes based on the results.
- Conduct formal participant (youth and/or family) surveys related to the Program Design Factors at least annually and make changes based on feedback.

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[*] See "Nashville After Zone Alliance Standards of Program Quality" on CEF Website at http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/FY17-Community-Enhancement-Fund.aspx

WHO CAN APPLY

In order to submit an application, an organization must comply with all nine criteria listed below:

1. Only organizations with a n**on-profit status may apply. "Non-profit status" is defined by one of the following:**
   - 501 (c) (3) designation of exemption from federal taxation from the Internal Revenue Service (IRS) as provided by 26 U.S.C.A. or;
   - Incorporation as a non-profit; and the registration identification number provided by the Secretary of State as a Charitable Organization or proof of such exemption as allowed.

2. Organizations must have a completed and updated GivingMatters profile on http://givingmatters.guidestar.org/ the database of non-profits maintained by the Community Foundation of Middle Tennessee.

3. Organizations must be currently registered with the Tennessee Secretary of State Office to do business in Tennessee, and have filed the necessary report to the Secretary of State's Office of Charitable Solicitation (unless, according to the organization's size, it does not meet the threshold requirement).

4. Previous recipients of Metro Direct Appropriations or Community Enhancement Fund grants with unresolved findings resulting from monitoring by the Metro Office of Financial Accountability are not eligible to apply. Previous recipients of Metro CEF grants that have not submitted the Interim Report are not eligible to apply.

5. Organizations must have been in existence (registered with Secretary of State) for 3 years by application due date.

6. Organizations must be delivering services to the citizens of Davidson County.

7. Organizations must have an audit conducted of the latest completed fiscal year by a certified public accountant completed within the preceding 12 months of the application due date. In cases where the fiscal year end does not allow enough time for the completion of the audit by the application date, the previous year's report would be acceptable if completed within the preceding 12 months of the application date. Note: The audit requirement may be waived for Organizations with an annual budget of less than $50,000 and request for grant of less than $5,000, as passed by Ordinance No. BL2013-578.

8. The total grant funds requested by an organization must not exceed 20% of its total revenues for the fiscal year included in the audit in Item 7.

9. Organizations must have attended a *mandatory* pre-application training meeting at the Howard Office Building, located at 700 Second Avenue South, 37210 on either Wednesday, April 1st from 2:00-4:00 p.m. or Thursday, April 2nd from 9:00–11:00 a.m. Please note:

additional parking is available behind Lindsley Hall (gray building on the Richard Fulton Campus).

HOW TO APPLY

An agency may apply for funding from one of the four (4) Service Categories listed below – applications for general operating support or capital improvements will not be considered.

- Literacy
- Domestic Violence
- Community Service
- Afterschool Programs

APPLICATION FORMS: Agencies may submit only one application. The FY17 CEF Application Packet includes the following electronic files, which can be found under "Recipient Toolbox" at:
http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/Community-Enhancement-Fund-Resources-Main.aspx

- Cover Sheet (App. Part 1 of 4)
- Program Narrative Template (App. Part 2 of 4)
- Spending Plan (App. Part 3 of 4)
- Spending Plan Narrative (App. Part 4 of 4)

APPLICATION INSTRUCTIONS:

1. Application forms must be completed on a computer, then printed out when complete.
2. A complete Application Packet consists of the following:
    a. Cover Sheet (original copy signed by authorized agency official)
    b. Program Narrative typed on the Program Narrative template
    c. Spending Plan
    d. Spending Plan Narrative
    e. Electronic copy of the following to fred.adom@nashville.gov:
        1.) Most Recent Agency Audit
        2.) Agency's current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming
3. Program Narrative form (b. above): Must be completed on computer on the template provided on the website. Each section of the form allows only the number of keystrokes indicated and applicants are limited by the document formatting to that number of keystrokes. Program Narratives in any other form or format WILL NOT BE ACCEPTED.
4. Complete Items a-d above on computer. Then print out copies of all four (4) forms and sign the Cover Sheet where indicated. Submit one (1) original (front only) and seven (7) copies (front only or front and back) to the address below on page 10.
5. Email an electronic copy of **both** documents listed in e. above to: fred.adom@nashville.gov by or before the application deadline (4:30 p.m. on April 29,

2016. See #7 on page 8 regarding the required most recent Agency audit (completed within the preceding 12 months).

APPLICATION DEADLINE: Applications can be hand-delivered or mailed, but **must be received** (not just post-marked) **by 4:30 p.m. on April 29, 2016**. Applications received after this date and time will be deemed ineligible, no exceptions.

Applications should be hand-delivered to:

Metro Nashville Community Enhancement Fund
c/o Division of Grants Coordination
700 Second Avenue South, Suite 201, Nashville, TN 37210

Note: The doors of Howard Office Building Doors lock at 4:30 p.m. Please have the report in an envelope. If no one is personally available to take it from you when you deliver it, feel free to drop it in the brown metal box marked "OMB" "OFA" "DGC" near the receptionist desk. It is checked daily.

Or mailed to:

Metro Nashville Community Enhancement Fund
c/o Division of Grants Coordination
P.O. Box 196300, Nashville, TN 37219-6300

Audit Report and Secretary of State, Charitable Solicitations Status:

Send email of Audit and current registration status with the Secretary of State, Division of Charitable Solicitations and Gaming to: fred.adom@nashville.gov

Applicants should always state the agency name on the subject line. The **Subject line of the email** should begin with the Agency Name, FY17 CEF and the type of item being submitted.

For example: ABC Nonprofit Agency, FY17 CEF Audit Report , or
ABC Nonprofit Agency, FY17 CEF SOS Solicitation Status, or
ABC Nonprofit Agency, FY17 CEF Audit Report and SOS Solicitation Status

Questions not answered in this Handbook should be sent via email to DGC@nashville.gov. Questions with answers will be posted under "Frequently Asked Questions" within 36 hours at: http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/Frequently-Asked-Question-CEF-FY17.aspx

(Applicants who ***do not have email***, may call in their questions at 615-880-1035.)

APPLICATION REVIEW: After initial staff screening for mandatory minimum eligibility requirements (see ATTACHMENT A), applications will be further evaluated and scored by a panel of Reviewers selected by the Mayor, as recommended by the CEF Steering Committee.

Final funding decisions will include giving consideration to the extent to which the beneficiaries of proposed projects may be underserved. "Underserved" may describe the population, geographic area, or specific problem to be addressed by the application being considered.

FY16 COMMUNITY ENHANCEMENT FUND (CEF) TIMELINE

CEF APPLICATION AVAILABLE
March 31, 2016

MANDATORY CEF PRE-APPLICATION TRAINING MEETING (choice of one)

- **Wed., April 6, 2016, 2:00–4:00 p.m. OR**
- **Thurs., April 7, 2016, 9:00-11:00 a.m.**
  Both training meetings to be held on 1st floor of:
  Howard Office Building, located at 700 Second Avenue South, Nashville, TN 37210

CEF APPLICATION DEADLINE
Fri., April 29, 2016, 4:30 p.m.

NOTIFICATION TO APPLICANTS JUDGED INELIGIBLE
May 16, 2016

REVIEWERS READ AND SCORE APPLICATIONS
May 17 - June 7, 2016

REVIEW PANEL MEETINGS:

- **Afterschool Programs – Tues., June 21, 9:00-11:00 a.m.**
- **Domestic Violence – Tues., June 21, 2:00-4:00 p.m.**
- **Literacy – Wed., June 22, 2:00-4:00 p.m.**
- **Community Service – Thurs., June 23, 9:00-11:00 a.m.**

After critical review by the appropriate CEF review panel, funding allocation recommendations are determined based upon application scores and ranking. Recommendations are provided to the Mayor and the Metro Council. Note: Review Panels only *recommend* funding.

All meetings to be held on 1st floor of:
Howard Office Building, located at 700 Second Avenue South, Nashville, TN 37210

METRO COUNCIL APPROVAL
The final approval of CEF grant award recipients will take place at the Metro Council meeting on July 19, 2016.

AWARD NOTIFICATION
July 25, 2016

Notification advising applicants of grant status will be sent following the Metro Council's final approval of the appropriations.

GRANT CONTRACT DEVELOPMENT, ACCEPTANCE AND EXECUTION
July, 2016 - September, 2016

The Metro Division of Grants Coordination (DGC) will contact CEF grant recipients to request submittal of additional documentation, including the following:

- Certifications of Assurances
- Recipient Contact Information Form
- Annual Report (or equivalent)
- Metro Short Vendor Application (if recipient does not already have a Metro Vendor ID Number)
- ACH form for Electronic Payment (if not previously submitted by recipient)

The Metro Division of Grants Coordination will develop the grant agreements for approval by both parties.

CEF RECIPIENT GRANT MANAGEMENT TRAINING (grant management, invoicing, reporting, accountability)
Thurs. August 9, 2016 2:00-4:00 p.m.

Training to be held on 1st floor of:
Howard Office Building, located at 700 Second Avenue South, Nashville, TN 37210

For all trainings and meetings, additional parking is available behind Lindsley Hall (the gray building on the Richard Fulton Campus).

CEF GRANT CONDITIONS

Every CEF grant recipient will be required to comply with the following CEF grant conditions. CEF recipients that fail to comply with these conditions may cause their CEF grant awards to be withheld or terminated.

BUDGET LIMITATION:

Total grant funds requested cannot exceed 20% of the applicant agency's total revenues for the fiscal year represented in its most recent audit. If in-kind figures are included in "total revenues for the fiscal year represented in its most recent audit", they must be subtracted before the 20% request is calculated. Including the value of in-kind contributions inflates the agency's total revenue and may cause the request to be more than 20% which will render the application ineligible. For example, if an agency's total revenues (not counting in-kind) were $100,000, that organization may not apply for more than $20,000 in a CEF grant.

ONE APPLICATION ONLY:

An agency may apply for funding from only one of the four (4) service categories.

FUNDING LIMITATIONS:

CEF Grant Funding can only be used for program-specific operating expenses, not for general agency administrative expenditures. Examples of program-specific operating expenses could include: direct assistance to clients (such as rent or utilities), salaries/benefits of program staff (such as case managers or teachers), or supplies/ materials/equipment used in providing services to clients (such as school supplies or food). Some administrative expenditures may be allowable if they are directly related to the CEF-funded program. For example, if the Executive Director spends 20% of his/her time providing direct services under the CEF-funded program or directly supervises program staff providing those services, that percentage of his/her salary would be considered allowable.

UNALLOWABLE EXPENSES:

Can be viewed in the METRO GRANTS MANUAL at:
http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/Community-Enhancement-Fund-Resources-Main.aspx

GRANT AGREEMENT:

Details on recipient responsibilities related to the following can be found in ATTACHMENT B to this handbook, Community Enhancement Fund Contract Template:

- Recordkeeping
- Financial and Progress Reports
- Legal Compliance
- Public Acknowledgement
- Indemnification

- Lobbying prohibitions

GRANT PAYMENTS:

- Payments for awards of less than $100,000 may be made quarterly on a cost reimbursement basis.
- Payments for awards of $100,000 or more may be made monthly on a cost reimbursement basis.

REPORTING REQUIREMENTS:

- Two programmatic reports will be made to explain how the grant has been used on behalf of the citizens of Davidson County. An Interim Program Report is due by February 15, 2017; and a Final Program Report is due within 45 days after the end of the contract term.
- One Annual Expenditure Report will be due within 45 days after the end of the contract term.

CEF POLICIES AND PROCEDURES:

CEF grant recipients must comply with current Metro Grants policies and procedures. A copy of the Metro Grants Manual is available at: http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/Community-Enhancement-Fund-Resources-Main.aspx

MONITORING:

All CEF grant recipients will be monitored at a minimum of once a year. The purpose of this monitoring is to ensure that projects are implemented in a timely manner and in compliance with all applicable requirements.

QUESTIONS AND ANSWERS

Q: Why don't you know exactly how much is allocated for each Service Category yet? When will you know?

A: Allocations will not be known until the Mayor finalizes his Budget proposal to Council. The Mayor is to present his Budget to Council in April, and at that time the exact allocations requested by the Mayor will be known. Final Service Category allocations are determined by Metro Council when it passes the Metro Budget by the end of June.

Q: Where is the application form? I don't see it in this handbook anywhere.

A: The application packet (4 forms) is available at the CEF Website at: http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/Community-Enhancement-Fund-Resources-Main.aspx
Please refer to pages 9 and 10 above for complete instructions.

Q: Can't I submit my agency audit with my paper documents? I don't have an electronic copy.

A: Metro Government seeks to reduce the amount of paper both used and stored, wherever possible. Applicants who do not have an electronic copy of their audit may request one from their auditor, or have the paper audit scanned and saved as a pdf document at a print service center such as Kinko's.

Q: When will an eligible applicant know if it is approved for funding?

A: Agencies should know if they are being recommended for funding and at what level at the conclusion of their particular Review Panel Meeting in June. Later that month, Metro Council makes final decisions regarding funding in the operating budget for the Metro Nashville Government. On July 19, 2016, Metro Council is expected to allocate the CEF funding to the specific recommended FY17 CEF grant recipients, along with the specific award amounts. Agencies will be officially notified shortly thereafter and the contracting process will begin.

Q: Are indirect costs allowable?

A: Indirect costs may be allowable if the indirect cost rate is supported by an Indirect Cost plan that equitably allocates costs to all programs. <u>If you are requesting that CEF funds be used for indirect costs, you must attach your indirect cost plan to the CEF application</u>. Please note that the Office of Financial Accountability will review your indirect cost plan to determine adequacy and equitable allocation of costs.

Q: May an agency apply for capital funding?

A: No, agencies must only apply for program-specific operating funds.

Q: What if my application is approved but not for the amount requested?

A: Funding allocation recommendations are determined at each of the four Review Panel Meetings. If an applicant is being recommended to be funded for an amount that is less than they applied for, the applicant will be given the opportunity to submit an Amended application which may include changes to their program objectives, in addition to their Amended Spending Plan (budget) and Amended Spending Plan Narrative.

Q: If my application gets screened out prior to being sent to the Review Panel, when and how will I know?

A: The Community Enhancement Fund Steering Committee will make final decisions about application eligibility at a meeting to be held May 12. Screened-out applicants will be notified on May 16.

Q: What if an organization has questions about the application process?

A: Questions may be sent via email to DGC@nashville.gov. Questions with answers will be posted under "Frequently Asked Questions" within 36 hours at: http://www.nashville.gov/Finance/Management-and-Budget/Division-of-Grants-Coordination/Community-Enhancement-Fund-Grants-/Frequently-Asked-Question-CEF-FY17.aspx
(Applicants who ***do not have email***, may call in their questions at 615-880-2640.)

ATTACHMENT A

(This is the checklist used by DGC staff to confirm applicant eligibility for each CEF application submitted. Applicants may use the form to double-check that they are meeting all the application requirements.)

COMMUNITY ENHANCEMENT FUND (CEF)
FY17 ELIGIBILITY CHECKLIST

APPLICANT: «Agency_Name»

SERVICE CATEGORY: «Priority_Area»

1. STEP ONE (DGC Staff):

___ **One original and seven copies of the following:**
___ Application Cover Sheet _____
___ Program Narrative complete and in correct format _____
___ Spending Plan _____
___ Spending Plan Narrative _____

___ Existing info verified and additional info keyed into "Eligibles" table _____

___ Current, complete GivingMatters Profile _____

___ FY16 Interim Program Report received (if applicable) _____
___ Any Un-Resolved Findings from FY15 Monitoring Report (if applicable) _____

2 STEP TWO (DGC/OFA Staff):

___ Program Proposal meets appropriate Service Category description _____
_____
_____

___ "Subcategory" info keyed into "Eligibles" table _____

3. STEP THREE (Office of Financial Accountability Staff):

___ Application meets the 20% "Request/Total Revenue" ratio _____

Maximum applicant would be eligible for based on Total Revenue: $_____

Secretary of State **– Business Services Division** Review Date: ____/____/_____

Is the non-profit actively registered with the Tennessee Secretary of State Office, Business Services Division as of today? **Yes** **No**

Secretary of State **– Charitable Solicitations Division** Review Date: ____/____/_____

Did the non-profit meet the threshold requirement to report to the Secretary of State, Charitable Solicitation Division? **Yes** **No**

If **Yes**, did the non-profit submit the required Charitable Solicitation Division proof of current registration letter? **Yes** **No**

Audited Financial Statements Review
Does the report meet the required audit standards for Direct Appropriations recipients? **Yes** **No**

OFA Overall Conclusion

Does OFA approve applicant as having met all financial eligibility requirements? **Yes** **No**

ATTACHMENT B

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

This Grant Contract issued and entered into pursuant to RS2015-XXX by and between the Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee hereinafter referred to as "Metro", and «Agency_Name», hereinafter referred to as the "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 shall use the funds to provide services to the citizens of Davidson County. Incorporated into this contract is the program described in Attachment 1, the application submitted by the Recipient and any of its amendments, which is attached hereto and made a part thereof. The funds will be used to achieve the following outcomes:

«Scp_Prgrm»

A.2. These funds shall be expended consistent with the Spending Plan, included in Attachment 1. The Recipient shall collect data to evaluate the effectiveness of their services and provide those results to Metro as requested.

A.3. The recipient shall utilize Metro funding only for services the Recipient provides to documented residents of Davidson County. Documentation of residency shall 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. Utilization of Metro funding for services to non-Davidson County residents is unallowable.

A.4. Additionally, the recipient shall 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 shall be for a period of twelve (12) months, commencing on July 1, 2016 and ending on June 30, 2017. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Grant Contract exceed «AmountRecommText» dollars ($«AmountRecommWritten»). The Grant Spending Plan, attached and incorporated herein as part of Attachment 1, shall 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.

This amount shall constitute the Grant Amount and the entire compensation to be provided to the Recipient by Metro.

C.2. Compensation Firm. The maximum liability of Metro is not subject to escalation for any reason. The Grant Spending Plan amount is firm for the duration of the Grant Contract and is not subject to escalation for any reason unless the grant contract is amended.

C.3. Payment Methodology. The Recipient shall be compensated for actual costs based upon the Grant Spending Plan, not to exceed the maximum liability established in Section C.1.

«PaymentMethod»

All invoices shall be sent to **Metro Payment Services, PO Box 196301, Nashville TN 37219-6301.** Said payment shall not exceed the maximum liability of this Grant Contract.

Final invoices for the contract period should be received by Metro Payment Services by July 15, 2016. Any invoice not received by the deadline date will not be processed and all remaining grant funds will expire.

C.4. Annual Expenditure Report. The Recipient must submit a final grant Annual Expenditure Report, to be received by Metro's Division of Grants Coordination (DGC), within 45 days of the end of the Grant Contract. Said report shall be in form and substance acceptable to Metro and shall be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Recipient Organization.

C.5. Payment of Invoice. The payment of any invoice by Metro shall not prejudice Metro's right to object to the invoice or any matter in relation thereto. Such payment by Metro shall 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.6. Unallowable Costs. The Recipient's invoice shall 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 unallowable.

C.7. Deductions. Metro reserves the right to adjust any amounts which are or shall become due and payable to the Recipient by Metro under this or any Contract by deducting any amounts which are or shall become due and payable to Metro by the Recipient under this or any Contract.

C.8. Travel Compensation. Payment to the Recipient for travel, meals, or lodging shall be subject to amounts and limitations specified in Metro's Travel Regulations and subject to the Grant Spending Plan.

C.9. Electronic Payment. Metro requires as a condition of this contract that the Recipient shall complete and sign Metro's form authorizing electronic payments to the Recipient. Recipients who have not already submitted the form to Metro 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 shall have the right to immediately terminate the Grant Contract and the Recipient shall return to Metro any and all grant monies for services or programs under the grant not performed as of the termination date. The Recipient shall also return to Metro any and all funds expended for purposes contrary to the terms of the Grant. Such termination shall 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 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 subcontractors, the Recipient shall be considered the prime Recipient and shall be responsible for all work performed.

D.5. Conflicts of Interest. The Recipient warrants that no part of the total Grant Amount shall 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 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 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 shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.7. Records. The Recipient shall 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, shall 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 shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall 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 shall be subject to monitoring and evaluation by The Metropolitan Office of Financial Accountability or Metro's duly appointed representatives. The Recipient shall 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 Division of Grants Coordination (DGC), by no later than February 15, and a Final Program Report, to be received by Metro's Division of Grants Coordination (DGC), 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 shall not be construed as a waiver or relinquishment of any such 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 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 shall have no liability except as specifically provided in this Grant Contract.

D. 13. Independent Contractor. Nothing herein shall 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 shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall 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 shall 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 shall 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) Grantee's duties under this section shall survive the termination or expiration of the grant.

D.15. 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.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.

D.17. Governing Law and Venue. The validity, construction and effect of this Grant Contract and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Grant Contract shall 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 shall not be construed as part of this Grant Contract.

D.20. Metro Interest in Equipment. The Recipient shall 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" shall be 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 shall request written approval from Metro for any proposed disposition of equipment purchased with Grant funds. All equipment shall 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 shall inure to the benefit of and shall 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 shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall 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 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, 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 shall 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.23. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Recipient required or contemplated by this Grant Contract shall be in writing and shall 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:	For enquiries regarding invoices:
Division of Grants Coordination 700 2nd Avenue South, Suite 201 PO Box 196300 Nashville, TN 37219-6300 (615) 880-2640, phone, (615) 880-2800 fax	Office of Management & Budget 700 2nd Avenue South, Suite 201 PO Box 196300 Nashville, TN 37219-6300 (615) 862-6509, (615) 880-2800 fax

Recipient:

«CEOTitle» «CEOFname» «CEOLname»
«CEOJobTitle»
«Agency_Name»
«Agency_Address1» «Agency_Address2»
«City», «State» «Zip»

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 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 subcontractors of federally appropriated funds shall certify and disclose accordingly.

Effective Date. This contract shall 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 shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO AVAILABILITY OF FUNDS:

_____

Director of Finance

APPROVED AS TO FORM AND LEGALITY

_____

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK:

_____

Metropolitan Clerk

RECIPIENT: «Agency_Name»

By:_____

Title: Chair, Board of Directors

Sworn to and subscribed to before me a Notary Public, this___day
of _____, 201__

Notary Public

_____

My Commission expires_____