

FY2019 Nevada Humanities Guidelines for Funded Projects

These guidelines should be reviewed carefully by the project director, the fiscal agent, and any other person directly responsible for the administration of the grant and implementation of the project. Most of the items set forth in these guidelines are rules established for the regulation of federal funds re-granted by Nevada Humanities.

A. Project Personnel

The sponsoring organization/grantee is legally and officially responsible for compliance with terms and conditions of the grant. This includes submitting required reports, carrying out the project as described in the proposal, and keeping Nevada Humanities informed of the progress of the project and any changes in grant activities. The fiscal agent must maintain records and accounts consistent with generally accepted accounting principles. Records of both grant funds and matching funds must be maintained for three years from the date the final fiscal report is accepted.

B. General Provisions

The project carried out is to be consistent with the proposal approved for funding. The grantee must publicize and evaluate the project in accordance with the plan set forth in the proposal, incorporating any suggestions provided by Nevada Humanities. The grant agreement, the guidelines for grant applications, these guidelines for funded projects, and other materials included in the grant award package are all part of the contractual agreement between the grantee and Nevada Humanities. In making this grant, Nevada Humanities does not assume any liability or responsibility for the actions of the grantee. The grantee shall be responsible for taking appropriate measures concerning any legal matter that arises out of the actions of the grantee in carrying out the purpose of the grant and the funded project.

C. Grant Period

Project activities and the expenditure of grant funds are to take place within the grant period stated on the grant application and listed on the grant agreement. The grant period ends the day of the last scheduled activity. No grant funds can be obligated after that date. Any extension of the grant period must be requested in writing and should include a progress report, a justification for the extension, and a plan of work for activities to be undertaken during the extension period. All financial obligations should be liquidated within 90 days of the completion of the project.

D. Modifications

Changes may not be made in the subject or proposed activities and products of the grant without prior written approval from Nevada Humanities. All requests for changes in scope or objectives should be submitted in writing to Nevada Humanities' Executive Director. Requests for approval for any changes must be sent by email to: grants@nevadahumanities.org.

Changes in key personnel (those persons specifically named in the approved application), or substantial changes in their level of involvement in the project, also require written approval. Requests should be submitted in writing to Nevada Humanities' Executive Director and should provide evidence of the qualifications of any new personnel. Requests for approval for any changes must be sent by email to: grants@nevadahumanities.org.

The project budget is the schedule of anticipated expenditures as approved by Nevada Humanities. Changes in the budget, which introduce or eliminate categories of expenditure or change the scope of the project, must have prior approval. Payments to project coordinators and program participants may not exceed the amount approved in the funded proposal. Written requests for budget amendments must be submitted to Nevada Humanities' Executive Director. Requests for approval for any changes must be sent by email to: grants@nevadahumanities.org.

No person other than the Executive Director or Chairman of the Nevada Humanities' Board of Trustees may modify any terms of the agreement.

E. Cost Principles

Only those costs set forth in the project budget, as approved by Nevada Humanities, may be charged to this grant.

No funds from this grant may be used to pay indirect costs, commonly referred to as overhead of F&A costs.

No funds from this grant may be used to pay costs of alcoholic beverages; nor may funds from this grant be used to pay for food, except in reimbursement of legitimate travel expenses. Necessary travel must be by the most economical means. Mileage may be reimbursed at current state or federal rates. If a privately owned automobile is used for personal convenience, travel will be reimbursed only up to the cost of round trip air travel to the destination. Air travel is reimbursed at economy or coach rates. International travel must be on American carriers. Per diem costs are allowed at the federally set rates for the state of Nevada.

No grant funds may be used for entertainment, social amenities, lobbying, or for direct political action or planning for direct political actions.

No funds from this grant may be used for construction, restoration, or equipment purchases unless included in the approved budget.

Any expenditures or commitments beyond the limits of the funds granted are undertaken entirely at the risk of the grantee.

F. Financial Management

Grantees are required to have financial management systems that provide accurate, current, and complete disclosure of all financial transactions related to the project; effective control over and accountability for the grant funds must also be provided. Records must adequately identify the receipt and disbursement of both grant and cost-sharing funds and must distinguish between the cost categories of the approved budget. The grantee must keep accounts and supporting documentation related to project expenditures and income that will be adequate to permit an accurate and expeditious audit. An audit may be undertaken by Nevada Humanities, by its designated representative, or by the General Accounting Office of the United States Government.

When the grantee's match includes third party, in-kind contributions of goods or volunteer services, written proof of the value of these contributions must be maintained in a form that will permit an accurate and expeditious audit. Source documentation such as invoices, sales slips, personnel activity reports, documentation supporting the value given to in-kind contributions, vouchers, and accounts for this project must be maintained for a period of three years after Nevada Humanities accepts the final project report.

Grants from Nevada Humanities are often funded with federal monies. Any grantee that received \$750,000 or more in federal funds from one or more sources is subject to the audit requirements set forth in the U.S. Office of Office of Management and Budget Uniform Guidance, 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, and 230, as set forth in the administrative requirement that apply to re-grantees in NEH's General Terms and Conditions for General Support Grants to State Humanities Councils.

G. Cost Sharing/Matching Requirements

Grantees are required to share in project expenses at the level indicated in the approved budget. Cost sharing can include both cash match and in-kind contributions. Cost sharing may include cash match by the grantee or in-kind match provided by third party persons or organizations. Cash contributions are cash outlays or purchases from the grantee's own funds or cash donation to the project from individuals or other organizations (i.e., third parties). In-kind contributions are non-cash donations made to the project by third parties. The following are sources of matching contributions:

Personnel

- The paid time of personnel employed by the sponsoring agency or agencies spent on grant activities is considered a cash match.
- The unpaid time of volunteers spent on grant activities is an in-kind contribution. The value of volunteer time should be computed at the normal hourly wage paid in the community for the service rendered.

• Any reduction in normal fees by a keynote speaker or program participant may be considered an in-kind match.

Supplies

• Any consumable supplies provided by the grantee for purposes of the grant project (film, tape, office supplies, postage, etc.) constitute a cash match; donated supplies are an in-kind match.

Equipment

• The use of office machines, slide projectors, etc. can also be a source of in-kind or cash match, depending on whether the equipment is provided by the grantee or by a third party. The value should be based on the cost of renting that equipment, and only for use directly related to activities funded by the grant.

Travel

• Unreimbursed travel expenses are an in-kind match. Travel expenses reimbursed by the grantee and **not** charged to the grant are a cash match.

Facilities

• Office space, meeting rooms, or other services not listed above may also be sources of either cash or in-kind match.

Indirect Costs

• If a grantee has a federally negotiated rate for indirect costs, this may be listed as a part of the grantee's cash match.

Media

- All public service advertising or news coverage in print may be counted as in-kind match at the rate charged for commercial advertising by the publication in which they appear.
 Nevada Humanities will accept a flat rate of \$20 per column inch for "community calendar" notices in newspaper and newsletters.
- Radio and television airtime should be valued at the rate charged for commercial advertising. Ask the station to provide you with an estimate of the number of times a PSA was aired. Multiply the length of the PSA by the estimated number of times broadcast, by commercial value of the airtime.
- Keep a list of radio and TV stations that have broadcast interviews with key personnel or scholars, so that these can be counted as an in-kind match.

Food Costs

 The cost of refreshments served at meetings or programs may be counted as either cash or in-kind match, depending on whether they are donated by third parties or purchased by the grantee.

H. Limitations in the use of Grant Funds

Grant funds must be expended only for the purposes and activities set forth in the original approved budget. Any major deviation on line item expenditures requires authorization from Nevada Humanities' Executive Director. The sum of line item adjustments may not increase the total grant awarded. Any expenditure or commitments beyond the limit of funds granted will in no case be honored and if undertaken are entirely at the risk of the grantee.

Costs incurred prior to the effective date of the contact agreement, whether or not they would have been allowable if incurred after such date, are unallowable unless specifically set forth and identified in the regrant agreement.

Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within 90 days. Any grant funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Nevada Humanities.

All grant funds, or properties acquired with grant funds, which are determined after audit to have been improperly applied, must be returned to Nevada Humanities.

I. Project Income

Revenue resulting from meals, materials, registration fees, or other sources must be applied to the cost of the project and should be reported as cash match on the budget form. If income is anticipated from the project, Nevada Humanities may request that the income be shared proportionately with the organizations that have supported the project. Any interest earned on the advance of grant funds may normally be kept by the grantee.

J. Copyright

The grantee may copyright any books, publications, films, or other copyrightable materials developed with grant funds. However, the United Stated government, the National Endowment for the Humanities, and Nevada Humanities retain royalty free, irrevocable, world-wide, non-exclusive license to use and authorize others to use such materials for non-profit, educational purposes.

K. Non-Discrimination and Fair Labor Standards

Civil Rights Act of 1964 (Title VI, Section 601)

Acceptance of the grant agreement signifies full compliance with Title VI of the *Civil Rights Act* of 1964 to the end that no person, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any form or activity financially assisted by Nevada Humanities.

Education Amendment of 1972 (Section 901)

No person shall, on the basis of sex, be excluded from participation in, be denied benefits, or be subjected to discrimination under any educational program or activity financially assisted by Nevada Humanities.

Rehabilitation Act of 1973 (Section 504)

No otherwise qualified handicapped individual in the United States, as defined in the *Rehabilitation Act of 1973*, shall, solely by reason of his or her handicap, be excluded from participation in, be denied benefits, or be subjected to discrimination under any educational program or activity financially assisted by Nevada Humanities.

U.S. Department of Labor Standards (Title 29, Chapter 5, Part 505)

Performers and professional personnel who perform activities that come under the jurisdiction of a collective bargaining agreement negotiated by a labor organization, such as the Actors' Equity Association, American Federation of Musicians, or Writers Guild, must be paid union wages. Furthermore, according to standards set forth by the U.S. Department of Labor, working conditions shall not be unsanitary, hazardous, or dangerous to the health and safety of the project personnel.

Certification Regarding Lobbying

No federal appropriated funds may be paid to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant or regrant. If any funds other than federal 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, the grantee shall complete and submit to Nevada Humanities the Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

L. Crediting Nevada Humanities and the National Endowment for the Humanities

Please note that in 2003, our organization adopted the name "Nevada Humanities." We should no longer be referred to as the Nevada Humanities Committee (our previous name), either verbally or in print. Please also be sure that you use our current logo on all printed matter related to the project. This logo is readily available on Nevada Humanities' web site at nevadahumanities.org. National Endowment for the Humanities logo and requirements may be found at: neh.gov/grants/manage/acknowledgment-and-publicity-requirements-neh-awards.

As part of our standard grant agreement, grantees are required to acknowledge Nevada Humanities' support in several ways:

- Print materials and project collateral, such as brochures, flyers, posters, invitations, printed programs, and other direct mail pieces, should carry the Nevada Humanities logo. A high resolution, electronic copy of our logo is available at <u>nevadahumanities.org</u>.
- Printed materials should also acknowledge our support by stating "Funded by Nevada Humanities," or "This program is made possible by a grant from Nevada Humanities."
- The only situation in which it is permissible to use our name or logo without this phrase would be on collateral materials such as bookmarks or postcards, where space for text is at a premium.

- All press releases and newsletter/newspaper articles should have a written mention of Nevada Humanities as a sponsor.
- At public programs the introducer or moderator should verbally acknowledge Nevada Humanities as a sponsor.
- All books, films, slide programs, photographic materials, and audio and video recordings
 produced under a Nevada Humanities grant must carry the Nevada Humanities logo and
 include acknowledgement of Nevada Humanities' support. Media and publication
 projects may credit us by stating "This program is made possible by a grant from Nevada
 Humanities, an independent affiliate of the National Endowment for the Humanities."

For projects involving public policy or controversial issues, the following disclaimer must be included in all printed programs, brochures, public reports, films, slide programs, photographic materials, and audio and video recordings, or announcements at the public program: "The views expressed herein do not necessarily represent those of Nevada Humanities or the National Endowment for the Humanities."

As a recipient of funding from Nevada Humanities, you are required to send program announcements or invitations to Nevada Humanities staff in Reno and in Las Vegas and members of the Nevada Humanities Board of Trustees. The materials may be sent by mail or electronically.

These materials must also be sent, with a cover letter, which credits Nevada Humanities and the National Endowment for the Humanities as a sponsor, to:

- U.S. Senators and members of the U.S. House of Representatives from Nevada
- Nevada Governor's office
- State senator and assembly member for your congressional district
- National Endowment for the Humanities

You may find the names and addresses of your state elected officials at leg.state.nv.us. It is crucial to get these announcements out early, so that the recipients find out about the program early enough to attend if they wish.

M. Publications and Media Productions

At least two copies of any published materials resulting from grant activities should be forwarded to Nevada Humanities' Reno office. At least two copies of all media products resulting from the project shall be given to Nevada Humanities for its archives and library.

N. Termination of a Grant

Circumstances may arise in which either Nevada Humanities or the grantee wishes to terminate a project or part of it. If both parties consent, the grant may be terminated by mutual agreement. Nevada Humanities may terminate a grant if the grantee fails to comply with the terms and conditions of the grant. If a grant is terminated, the grantee must report all charges incurred against the grant and return any unused funds.

O. Requesting Grant Funds

- All requests for grant funds must be made in writing.
- No funds will be dispersed before the signed regrant agreements are returned to Nevada Humanities' Executive Director.
- After the initial payment, each request for grant funds must be accompanied by a cumulative financial report, and a brief narrative progress report or a final report at the end of the grant.
- Nevada Humanities retains the right to hold 10% of the grant funds until receipt of the final report.
- Awards of \$500 or less will be paid in one installment.
- Allow up to four weeks for your check request to be processed.

P. Evaluation

Grantees should carry out evaluation of the project as described in the approved grant application, incorporating any additional direction received from Nevada Humanities. The grantee may also utilize an outside evaluator or ask the audience or program participants to assess the project. Nevada Humanities reserves the right to select a humanities scholar, or ask staff or a member of the Nevada Humanities Board of Trustees to review the project. If an outside evaluator submits a written report, a copy may be sent to the project director.

Q. Reports

Fiscal reports must be submitted on the forms provided. The report should include a summary of expenditures of grant funds by budget category, an itemized list of all disbursements of grant funds, and a summary of all cost sharing. Any revenues resulting from meals, materials, admission fees, sales, or donations applied to the cost of the project must also be reported. All reports are to be submitted to grants@nevadahumanities.org when required. All report documents must have the name of your organization and grant number as both the file name and as the email subject line.

The fiscal reports must be signed by both the project director and fiscal agent if a fiscal agent is used.

Interim progress reports should be filed for major or long-term projects. If the project takes place over an extended period of time (one year or more) interim progress reports may be required quarterly. Projects that are completed within six months and cost \$5,000 or less may not be required to provided interim reports.

The final project report must include the following:

- ✓ An evaluation narrative describing the activities and accomplishments of the project and evaluating its effectiveness, using the *Final Report/Project Evaluation* provided in the grant award packet.
- ✓ A cumulative fiscal report of grant funds and cost sharing on the forms provided.

- ✓ Copies of all feature articles about the program.
- ✓ Copies of all fliers, posters, and printed announcements.
- √ Whenever possible, one or more photographs taken at your event.
- ✓ At least two copies of any publications or media products produced with grant funds.
- ✓ A written request for the final payment in the exact amount needed to close the grant or a check for any unused grant funds payable to Nevada Humanities.
- ✓ Copies of cover letters sent to state and federal representatives.
- ✓ If your grant was selected for a desk audit, you are required to provide copies of information documenting revenues and all expenses for your project such as: contracts, receipts, invoices, in-kind contribution documentation, rental fees, volunteer time sheets, and staff costs.

The final project report is due within 90 days of the end of the grant period. Any grantee with an outstanding final report is ineligible for further funding.