



WESTAF CARES

Specific Terms and Conditions

I) PROGRAM RULES

- This program will be carried out through one-time, no cost share/non matching grants to eligible nonprofit organizations including arts organizations, units of state or local government, and federally recognized tribal communities or tribes with a three-year history of arts programming.
- Grants will be made to organizations for use in any of the following areas: Salary support, administration costs, artist/contractor fees, technology, facilities upgrades, technical assistance or programming costs
- Organizations receiving WESTAF CARES support will demonstrate inclusivity, demonstrated need, artistic and cultural merit, and public and community benefit.
- Be incorporated in and currently conducting business in one or more of the following states: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, or Wyoming.
- Grantees must expend funds by December 31, 2020
- All information and conditions contained in the WESTAF CARES guidelines are incorporated herein.

II) GRANTEE LEGAL STATUS AND QUALIFICATION REQUIREMENTS

- Grantee: The Grantee the organization on record when this grant application was submitted for this funded activity. They are also considered the subrecipient of WESTAF (Regional Arts Organization or RAO). A non-Federal entity that receives a subaward from a pass-through entity (the RAO) to carry out a project or activity identified with the Federal program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- NFP Status: The grantee assures that they are a 501(c)3 nonprofit organization, or unit of state or local government, or institution of higher education, or Federally recognized Indian tribal government and is eligible to receive these WESTAF CARES funds sub-granted through an Arts Endowment award. Grantee also assures that a valid copy of the letter of nonprofit/equivalent status has been submitted to WESTAF with the application.
- State: The grantee assures that they are incorporated in and currently conducting business in one or more of the following western states: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, or Wyoming.
- EIN: Grantee assures they have provided a valid Employer Identification Number (EIN). EIN is a unique identification number that is assigned to a business entity so that it can easily be identified by the Internal Revenue Service (IRS). The Employer Identification Number is commonly used by employers for the purpose of reporting taxes.
- DUNS: Dun & Bradstreet number or DUNS is a unique entity identifier that reflects the organization's legal name and current physical address. The grantee certifies that they are an eligible organization (entity) with a current DUNS number submitted at the time of application. Subrecipients without a valid DUNS number cannot receive a subaward from WESTAF.

III) AWARD AMOUNT AND MATCH REQUIREMENTS:

- Award Amount: Also considered a subaward. An award provided by a pass-through entity to a subrecipient to carry out a project or activity identified as part of the Federal award. A subaward may be provided

through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

- Allowable Award Amount: For WESTAF and this grantee agreement, the National Endowment for the Arts CARES Act funds **do not require a one-to-one cash match**.
- Unallowable Costs: The grantee assures that the funds from this award do not fund unallowable costs per the General Term and Guidelines (GTC 13.2) Selected costs and their allowability in **Appendix B: General Terms and Conditions**.
- Obligation: The award amount is obligated with this grant agreement.

IV) GRANT PAYMENT:

WESTAF shall pay the grantee 100% of the amount awarded within in 30 days of receipt of the following:

- Fully executed WESTAF CARES Grant Agreement which indicates compliance with established program rules and requirements per the WESTAF CARES grant guidelines, grant agreement terms and conditions, and the Arts Endowment assurance compliance requirements as stipulated in Appendices A & B;
- Audited, reviewed or compilation of the profit & loss statement and balance sheet from the organization's most recent fiscal year.;
- Confirmation of physical and mailing addresses
 - All payments will be mailed to the address entered in the GO Smart profile. It is the grantee's responsibility to keep that address up-to-date. To edit or update your mailing address, please go to westafcares.gosmart.org, log in with your username and password, and click on My Profile.
 - If the mailing address is a PO Box, grantees must also provide a physical address for reporting purposes.

V) POST-AWARD REPORT

- All grantees commit to completing a Post-Award Report issued by WESTAF after funds have been issued.

VI) CONTRACTING AND PAYMENT:

- Independent Contractor/Artists: It is fully understood that the Grantee and its contracted artists are independent contractors in the fulfillment of their contracts with each other. WESTAF will not be held liable for any damages or additional expenses incurred in the execution, or lack of execution, of said contracts. Grantee is liable and responsible to pay the full contracted fee to all artists and contractors engaged in the implementation of the project.
- Professional Standards: WESTAF encourages presenters, artists, companies, managers, and all others receiving support through WESTAF grant programs and services to strive for professional standards of behavior that embody a commitment to honesty, integrity, fulfillment of verbal and written commitments, and the avoidance of conflicts of interest.
- Records: The grantee is responsible to retain all records, receipts and proof of expenses for their projects and must provide these documents upon request.

VII) FUNDING DEFAULT

- In the event that any or all of the underwriting from the National Endowment for the Arts is not forthcoming to WESTAF, WESTAF shall not be held liable and WESTAF may amend or terminate this Agreement.
- The grantee acknowledges that in accepting this agreement there is a risk that the Arts Endowment may not fund or budget to fund the WESTAF CARES grant and that, even if the Arts Endowment commits to

fund the WESTAF CARES grant, the Arts Endowment may later be unable to fund the WESTAF CARES grant. Funding of the WESTAF CARES grant by the Arts Endowment is beyond the control of WESTAF and such funding is the only source for funding the grant under this agreement. The risk of the WESTAF CARES grant being funded by the Arts Endowment is the sole risk of the grantee.

- Equitable Distribution: WESTAF reserves the right to limit or cap the amount of WESTAF CARES grants received by any state in the region, should the distribution of funds not follow established demographic patterns or advantage any state in an unfair manner.

VIII) CREDITING REQUIREMENTS

- Grantee shall comply with all provisions of crediting requirements which are hereby made a part of this Agreement. These regulations derive from WESTAF's federal and state funding sources. By signing the Grant Agreement, you agree to credit WESTAF, the National Endowment for the Arts and your state arts agency in print, digital, or social media materials related to the project. Proof of having met this requirement is needed, so retain copies of these materials for your Final Report. The Arts Endowment logo and the WESTAF logo are available on WESTAF's Website: <https://www.westaf.org/what-we-do/grants> Acknowledgment of the National Endowment for the Arts, WESTAF, and the grantee's state arts agency can be phrased in a variety of ways:

For example:

- Funding for the Commission and its programs is provided by WESTAF (the Western States Arts Federation) and the National Endowment for the Arts.
- This project received support from [Grantee's State Arts Agency], WESTAF (the Western States Arts Federation), and the National Endowment for the Arts.

IX) ACCESSIBILITY COMPLIANCE:

- Per the National Endowment for the Arts's general terms and conditions for grantees in accordance with the following laws, where applicable, the grantee must abide by the rules below. Complete a Section 504 Self-Evaluation or have an equivalent proof of accessibility compliance and keep it on file for their grantee records. By accepting this grant agreement, the grantee assures that they are in compliance with this requirement:
 - Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (29 U.S.C. 794)
 - The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation, and commercial facilities (Title III). (42 U.S.C. 12101-12213)
 - The requirements under Section 504 and ADA are similar; however, Section 504 requirements apply only to recipients of Federal funds.
 1. More information is available through the National Endowment for the Arts Office of Civil Rights and in the Assurance of Compliance.
 - Complete a [Section 504 Self-Evaluation](#) and keep it on file for their grantee records.

X) CHANGES AND CANCELLATION REQUIREMENTS

This is a part of your Grant Agreement. By signing the Grant Agreement, you agree to follow this protocol should there be any changes to and/or cancellation of this agreement.

- Change Request: If circumstances change for the organization such as nonprofit dissolution or other circumstance that prevents the organization from expending the awarded funds in accordance with the guidelines by December 31, 2020, the grantee must contact WESTAF at grants@westaf.org.
- Cancellation: All cancellations must be submitted in writing and emailed to grants@westaf.org. WESTAF can cancel a grant if the grantee is not in compliance with this grant agreement and rules.

XI) ASSURANCE OF COMPLIANCE

Grantee shall comply with all provisions of [Appendix A: Assurance of Compliance](#) which is hereby made a part of this Agreement. These regulations derive from WESTAF's federal and state funding sources.

DEBARMENT: As the awarded vendor on this contract, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this application.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your grant. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

XII) GENERAL TERMS AND CONDITIONS

Grantee shall comply with all provisions of [Appendix B: General Terms and Conditions](#) which is hereby made a part of this Agreement. These regulations derive from WESTAF's federal and state funding sources.

TourWest is funded by the National Endowment for the Arts (the Arts Endowment). Compliance to federal legislations and Uniform Administrative Requirements (2 CFR Part 200) applies to all recipients of a TourWest grant award.