



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



INSTITUTE of
Museum and Library
SERVICES

SF2017 ILL Lending Reimbursement Program Guidelines and Terms & Conditions

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program in order to assure Texans will have access to shared library resources to meet learning and informational needs.

The Interlibrary Loan Lending Reimbursement Program helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing such as postage and shipping material costs.

The reimbursements pertain to lends made during TSLAC's SFY2017, September 1, 2016 - August 31, 2017. While dispersed after the end of SFY2017, the reimbursements do need to be applied to costs associated with resource sharing costs expended *during* SFY2017.

Please discuss this program with your legal entity's accounting office so they are aware this is federal money and, if approved, to expect the payment after the end of the state fiscal year (August 31, 2017).

Additional information is available online at <https://www.tsl.texas.gov/ld/ill2017>.

Award Information

The reimbursements are sub awards (or pass through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-00-16-0044-16
Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Eligible participants will receive a reimbursement based on the number of lends they provide to other Texas libraries through the Navigator system. While we were able to reimburse libraries \$7.07 per lend in FY2016, this amount may vary based on the number of participants and available funding.

Eligibility Information

Public libraries, through their governing authority (city, county, board, or district), are eligible to apply for a reimbursement payment through this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas Navigator libraries in SFY2017.

Libraries must lend items to Texas public libraries during SFY2017 (September 1, 2016-August 31, 2017) using OCLC's Navigator system in order to be eligible for a reimbursement. OCLC will provide Navigator lending statistics to TSLAC.

Before receiving a reimbursement payment, the library's legal entity (city, county, library board, university) must have a DUNS® Number and current, active System for Award Management (SAM) registration. If the entity's SAM registration is not active and current at the time of the award, payment cannot be dispersed.

Libraries' legal entities must also have an active Direct Deposit Account and Texas Identification Number.

State agencies will be asked for additional information by TSLAC's Grants Accounting office.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC recommends potential participants discuss this program with the accounting office of their legal entity due to the payments of federal funds arriving after the close of the state fiscal year ending August 31, 2017.

Required forms will be available through the GMS portal at grants.tsl.texas.gov.

Required forms will be submitted through the GMS portal.

Application Components:

1. Log into TSLAC's the Grant Management System (GMS) portal, opt in to the program, and print out your library's Grant Agreement form.
2. Complete and upload the Grant Agreement form in GMS by June 30, 2017.
*Signed by Legal Entity (City, County, Library Board)
3. Complete and submit Performance Certification in GMS by September 30, 2017 after receiving award amount from TSLAC.
*Signed by Library Director

To request print copies of these forms, please contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406.

Forms submitted after the stated deadlines may not be considered for reimbursement.

Program Timeline

April 25, 2017	Libraries able to opt into the program through GMS portal
June 30, 2017	Signed Grant Agreement forms due in GMS
September 19, 2017	Participants receive notice of reimbursement amounts
September 30, 2017	Participation Certification forms due in GMS
November 2017	Payments dispersed

QUESTIONS?

Contact Sara Hayes, ILL Program Coordinator, at shayes@tsl.texas.gov or 512-463-5406

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) - Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the SFY2017 ILL Lending Reimbursement Program guidelines.
- B. The Subrecipient will comply with the rules and guidance of the following as applicable:
 - 1. Texas Uniform Grants Management Standards (UGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
 - 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>).
- C. Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or

cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.

- F. Subrecipient's authorized representative certifies to the best of his or her knowledge and belief that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.
- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.
- I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that the federal awarding agency, IMLS, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).

II. ENFORCEMENT

- A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See UGMS, Part III, Subpart C, Sec. 35) and state law.