

## **FY2015 Interlibrary Loan Lending Reimbursement Program Texas State Library and Archive Commission**

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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 libraries with reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing.

The goal of the reimbursement program is to support and encourage libraries in statewide resource sharing endeavors by reimbursing direct costs associated with participation.

The reimbursements are sub awards (or pass through awards) of the Grants to States programs from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS). **In order to be in compliance with federal regulations, there are new procedures and guidelines for TSLAC's FY2015 Interlibrary Loan Reimbursement Program.** A signed participation agreement and supporting documentation of actual costs will be required in order to receive a reimbursement payment for lends made during SFY2015, September 1, 2014-August 31, 2015.

### **Eligibility**

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Texas public libraries that lend a minimum of 24 items to other Texas public libraries during SFY2015 using OCLC's Navigator system are eligible for a reimbursement not to exceed actual, direct costs associated with interlibrary loan activity.

Please submit a participation form if you anticipate meeting the minimum number of lends by August 31, 2015 and choose to participate in this program. If you have any questions about your library's lending activity, please contact Sara Hayes at [shayes@tsl.texas.gov](mailto:shayes@tsl.texas.gov) or 512-463-5406.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursements.

### **Requirements**

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The following documentation must be on file with TSLAC in order for libraries to receive a reimbursement payment:

1. The completed, signed Program Participation Agreement form (below) by March 31, 2015.
2. Verification the library has lent at least 24 items to Texas public libraries using Navigator in SFY2015, September 1, 2014-August 31, 2015. This information will be provided to TSLAC by OCLC.
3. The Reimbursement Request form, Expenditure Documentation form, and supporting documentation (invoices, receipts, etc.) for direct costs incurred due to participation in the statewide resource sharing program. All documents must be received at TSLAC by September 30, 2015 (for expenditures made between September 1, 2014-August 31, 2015).
4. Active Direct Deposit Account and Texas Identification Number. TSLAC will contact you if your library needs to provide this information.

### **Performance Measures**

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Reimbursements are based on quarterly interlibrary loan lending statistics provided to TSLAC by OCLC. Libraries are not responsible for providing interlibrary loan activity documentation to the Texas State Library.

## **Reimbursement Amounts**

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Participating libraries will be eligible for reimbursement amounts based on a formula. The formula will consider the number of lends provided to Texas public libraries using the Navigator system and the available funding. This year we anticipate funding to cover at least \$4.48 per lend, up to the amount of a library's documented, actual participation expenditures. Reimbursements will not exceed actual amounts expended. **Libraries are encouraged to report all actual costs, should there be additional funds available.**

## **Actual Costs and Supporting Documentation**

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TSLAC will reimburse actual, documented expenditures that eligible libraries incur participating in this statewide resource sharing program as funding allows.

The following expenditures are eligible for reimbursement under this program:

- Postage related to statewide resource sharing program
- Shipping supplies related to statewide resource sharing program
- Equipment procured to support statewide resource sharing – up to \$4,999.99
- TExpress courier subscription costs (minus subsidy from TSLAC)
- OCLC cataloging contracts
- Staff time dedicated to statewide resource sharing\*\* (**see details below**)

Acceptable supporting documentation of expenditures include:

- **Paid receipts** Indicate which items on the receipt are being submitted for reimbursement
- **Paid vendor invoices** for services necessary to participate in ILL lending activities
- **Postage meter records or postal receipts** for shipping loans to Texas Navigator libraries
- **\*\*Staff time documentation must include** copies of time sheets, copies of payroll registers or paychecks (with personally-identifiable information redacted), and certification of hours worked

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## **QUESTIONS?**

Contact Sara Hayes, ILL Program Coordinator, at [shayes@tsl.texas.gov](mailto:shayes@tsl.texas.gov) or 512-463-5406

**INTERLIBRARY LOAN REIMBURSEMENT PROGRAM PARTICIPATION AGREEMENT**

Name of Library \_\_\_\_\_

Library Contact Person \_\_\_\_\_

Email address \_\_\_\_\_

Telephone number \_\_\_\_\_

Library's Legal Entity \_\_\_\_\_

Legal Entity's DUNS number \_\_\_\_\_ SAM expiration date \_\_\_\_/\_\_\_\_/\_\_\_\_

Legal Entity's TINS \_\_\_\_\_

The library and legal entity agree to the attached LSTA Terms & Conditions.

**AND**

The library will submit a Reimbursement Request form with supporting documentation of direct costs associated with the statewide interlibrary loan program to the TSLAC by September 30, 2015.

**OR**

The library declines to participate in the SFY2015 Interlibrary Loan Lending Reimbursement Program.

CERTIFICATION: To the best of my knowledge and belief, data in this form are true and correct. I am responsible for ensuring that this process meets my local purchasing requirements.

\_\_\_\_\_  
Name & Title of Authorized Representative\*

\_\_\_\_\_  
Signature Date

*\*Must be an individual authorized to enter into contract on behalf of the library's legal entity*

**Program Deadlines:**

- Participation agreement form due to TSLAC on or before March 31, 2015
- Reimbursement Request Form, Expenditure Documentation Form, and supporting documentation due to TSLAC on or before September 30, 2015  
*Supporting documentation submitted after September 30, 2015, will not be reimbursed.*

**Return this form to:** Sara Hayes, Interlibrary Loan Program Coordinator  
By email: [shayes@tsl.texas.gov](mailto:shayes@tsl.texas.gov)  
or  
By fax: 512-936-2306

**Texas State Library and Archives Commission**  
**LSTA Terms and Conditions**

**I. GENERAL TERMS AND CONDITIONS**

- A. The Subrecipient will comply with the following parts of the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: [www.governor.state.tx.us/files/state-grants/UGMS062004.doc](http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc).
- Part I. Cost Principles for State and Local Governments and Indian Tribal Governments (2 CFR 225), Cost Principles for Non-Profit Organizations (2 CFR 230), Cost Principles for Educational Institutions (2 CFR 220), or Federal Acquisition Regulation (FAR) 31.2, as applicable.
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- B. The Subrecipient will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102) or 2 CFR, Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (adapted from OMB Circular A-110), as applicable.
- C. Subrecipients 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 certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. 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 year after the last State Program Report for the Texas LSTA 5-Year Plan 20013-2017, 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.

## **II. ENFORCEMENT**

- A. Remedies for noncompliance. If 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.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs 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 non-cancelable; 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.