



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION

TSLAC Grant Management Series: Contract Overview



Hi Everyone. Welcome to the Contract Overview piece of the TSLAC Grant Management Series. I'm Bethany Wilson, The Grants Administrator for the Texas State library and Archives Commission and I'll be walking you through your contract and some other documents today.

There should be a slide handout available on the training site that you can print and use to follow along and take notes if you like. There should also be a generic contract template available as well so you can reference the different sections we cover as we move through the training.

Let's get started!

Agenda

- Reference
- Award letter
- Contract
 - Sections I-V: Who, when, what, how much
 - Sections VI-VIII: Equipment, reporting, other requirements
 - Sections IX-XII: Housekeeping, governing statutes



This is what we'll be covering today in the training.

We'll go over some reference materials, specifically acronyms that you'll become very familiar with as we work together to manage your grant in the coming year, and I'll provide you with some resources you can refer to should you have questions later on. We'll also take a look at the information included in your award letter.

Next, we'll break down every section of your contract:

Sections one through five deal with the who, when, what, and how much.
Sections six through eight deal with equipment, reporting, and other requirements.
Sections nine through twelve deal with basic housekeeping items such as contact information and governing statutes

REFERENCE



Acronyms & abbreviations

- GMS (TSLAC Grants Management System – grants.tsl.texas.gov)
- IMLS (Institute of Museum and Library Services)
- LBB (Legislative Budget Board)
- RFF (Request for Funds)
- TSLAC (Texas State Library & Archives Commission)
- TxGMS (Texas Grant Management Standards)



As you begin working with me and the rest of the TSLAC grants team, you may hear some of these acronyms tossed around.

GMS is the Grants Management System. Most of you are probably familiar with it as you used it to create and submit your grant application. We'll be digging into it much more as we begin working through the different parts of managing your grant like submitting requests for funds and performance reports. If you are not registered in GMS or need to change who has access to your GMS account, get in contact with me and I can make those changes for you.

IMLS: federal agency that funds these grants as part of the library services and technology act (LSTA).

LBB: is one of the state agencies to which we must report on the grants we administer and manage.

RFF: is request for funds. This is how you will submit a request be reimbursed for your grant expenditures.

TSLAC is the Texas state library and archives commission

TxGMS or the Texas Grant Management Standards are governing rules and guidelines we are required to follow when managing the grants. It's a dense read, so if you have trouble sleeping, maybe check it out!

Reference resources

- Grant application
- Grant Program Guidelines (NOFO)
- Grants Management System (GMS)
(<https://grants.tsl.texas.gov>)
- Texas Grant Management Standards (TxGMS)
 - Texas Comptroller of Public Accounts
(<https://comptroller.texas.gov/purchasing/grant-management/>)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §§ 200 and 3187) (Supercircular)
(www.federalregister.gov/a/2013-30465) (www.ecfr.gov)



The grant application that you submitted and the grant program guidelines are the main items you should be referencing as we move through the grant year. We will be referring to them often to make sure you are on track with your program plan and that your plan is supporting the goals of the grant as outlined in the grant program guidelines.

The Texas Grant Management Standards (TxGMS) contain information on grant management at the state level. On the federal level, there is the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards or the Supercircular for short. TxGMS and the Supercircular contain the federal and state rules under which these programs are governed.

AWARD LETTER



Award Letter

- Subrecipient Information
- Basic Award Information
 - Funding source and amounts
 - Grant period
 - General terms and conditions by reference
- TSLAC Contact Information



The award letter is a two-page document that is created and issued to you before your contract. It's an official document that you can use to prove that you've been awarded a grant before you've received the contract.

It contains a lot of information pertaining to your grant award, such as the funding source and awarded amount, the grant period, and the terms and conditions of the award. It includes information about you as the subrecipient and about TSLAC as the grantor and lists any conditions of funding. A condition of funding might be a program modification, budget change, or other action identified by the grant review panel or by TSLAC that you must do in order to receive funding. For example, the grant review panel might have questions about your request for a particular item and wish you to submit vendor quotes to justify the cost of that item. You would need to follow through on this request in order to receive funding.



Official Award Notification for Competitive Grants
State Fiscal Year 2021

Subrecipient Information

Governing Authority, Library
Address
DUNS No.:
SAM Exp. Date:

Project Manager:
Library Director:

Basic Award Information	
Awarding Agency:	Texas State Library & Archives Commission
Grant Program:	Competitive — Special Projects 2020 (LGA)
State Award Date:	August 3, 2020
Grant Number:	GAG-20008
Grant Period Start Date:	September 1, 2020
Grant Period End Date:	August 31, 2021
Source of funds:	Federal — Institute of Museum and Library Services (IMLS)
CFDA No. & Name:	45.310 — Grants to States
Federal Award Identification Number (FAIN):	LS-246193-OLS-20
Federal Award Date:	February 4, 2020
Amount of Federal Funds Obligated by this Action:	\$ 21,154.00
Total Amount of Federal Funds Obligated:	\$ 21,154.00
Total Amount of Award:	\$ 21,154.00
Indirect Cost Rate:	0.000
Funding Type:	Reimbursement

Here is an example of the front page of the award letter. Before, you were an applicant, but now that you have been awarded a grant, you are called a subrecipient. The award letter begins by listing information specific to your organization under subrecipient information.

I'll draw your attention to a couple pieces of information under the Basic award information section that will come in handy later.

Your grant number is listed here. Please make sure and include your grant number on any correspondence you have with the TSLAC grants team. We are juggling a lot of different grants. Sometimes we even have libraries with more than one of our grants at a time and it really helps us drill down quickly to answer your question if we have your grant number for reference.

The grant period start and end dates are listed here as well. This information is important when you begin the reimbursement process and we'll get into it more in a later training. For now, just know it's listed here for reference.

The federal award identification number will play a role when you begin publicizing your grant and your programs and if your legal entity receives other federal grants. Again, just good to know it's listed here when you need it.

The second page has general terms and conditions, and includes contact information for the TSLAC grants team.

CONTRACT



Contract

- Sections I-V: Who, When, What, How Much
- Sections VI-VIII: Equipment, Reporting, Other Requirements
- Sections IX-XIII: Housekeeping, Governing Statutes, Signatures



Let's dig into the contract itself now. Here again is the list of the different sections we'll cover and what they include.

Sections I-III: Who, When, What

- Section I — Who
 - Grantor = TSLAC
 - Subrecipient = Applicant
- Section II — When
 - Lists when your contract begins and ends
- Section III — What
 - Services and program activities as outlined in the application
 - Includes application and subsequent contract revisions



Alright, Sections I-III: Who, When, and What

Section I lists who is involved

The Grantor is Texas State Library and Archives Commission (TSLAC). We were the recipient of the IMLS funding and we in turn are awarding it to you. That makes you the subrecipient.

Your agency is listed there as Subrecipient and we've put in your name, address, legal entity, and unique identifier.

Moving on to Section II – When is this taking place? This section just lists when your contract begins and when it ends.

And then Section III – What will you be doing?

This section is basically just stating that you agree to provide the services and activities that you detailed in your grant narrative and that those services and activities will support TSLAC and federal goals. It also states that you agree to complete your performance reports. One note of importance in this section is that if you ever run into an issue where your grant application and what's stated in this contract conflict, you're always going to follow what is stated in the contract.

Section IV: How Much

- A. Maximum grant award, indirect costs
- B. Source of funds
- C. How disbursed
 - Reimbursement (default)
 - request funds every 30 days/no less than once per quarter for actual allowable expenses
 - Advance
 - ✓ Requires approval based on demonstrated need
 - ✓ Funds for estimated allowable expenses for next 30 days
- D. Requesting funds – GMS



Section four gets into the nitty gritty of how much you'll be awarded and where it's coming from.

Paragraph A lists your maximum grant award and your indirect costs if you requested any.

Paragraph B provides details about the source of the funds. All of the funds awarded under TSLAC competitive grants are federal funds and fall under the same Assistance Listing Number. The Federal Award Identification Number is the number IMLS assigned to the grant award they provided TSLAC. You'll see this number listed on your award letter too and it will be used in your promotional materials when you get ready to publicize your grant award.

Paragraph C talks about how the grant funds will be disbursed. Our default disbursement method is reimbursement. This means you will spend your funds and then request reimbursement from TSLAC for your expenditures. There is an option for an advance, but you have to get special permission based on hardship or demonstrated need. With an advance, you would be requesting funds for estimated allowable expenses for the next 30 days. We will provide more specific instructions on how to request advances in the Financial Management and Reporting webinar.

Finally, Paragraph D just states that you will submit your requests for funds through the TSLAC grants management system and explains that you may put in a request for funds every 30 days at the most and no less than once a quarter for actual allowable expenses. TSLAC can only process and pay requests for funds with a fully executed contract on file. You must also provide all required documentation to support your request before it will be reimbursed.

Section IV: How Much

- E. RFF supporting documentation
 - Required (invoices, payment info, etc.)
- F. Deadlines for spending funds
 - Obligating/Encumbering Funds
 - May 31: ILS, SPP, TXT
 - July 1: TXR
 - Final Request for Funds
 - July 15: ILS, SPP, TXT
 - Sept 15: TXR
- G. Spend Down Plans
 - Mar 31: ILS, SPP, TXT
 - May 31: TXR
- H. Returned funds
- I. Grant Budget



Continuing in Section four, we get into a bit more detail about the request for funds process and how it works. Paragraph E states that you agree to supply all of the supporting documentation that TSLAC will need to process your request for funds. Those required documents include invoices, payment information, general ledgers, paystubs, could include timesheets. Basically, we need to see what you bought, how much it cost, and how you paid for it, but all of that will be covered in more detail in the Financial management and reporting webinar.

F. Deadlines for spending funds. These are major milestones and should be marked on your calendar. If you have a Regional ILS Cooperative, Special Projects, or TexTreasures grant, May 31st is the deadline for encumbering funds. If you have a Texas Reads grant, July 31st is your deadline for encumbering funds. That means you can't spend any money after that date. Any documentation you submit for reimbursement should be dated on or before that date. July 15th is the deadline for submitting your final request for funds with all supporting documentation for your Regional ILS Cooperative, Special Projects, and TexTreasures grants, and September 15th is the deadline for your Texas Reads grants.

Basically, all of your grant money must be spent or promised (encumbered) by the obligation/encumbrance date and then you have a month and a half after that date to create your final request for funds and gather the supporting documentation to attach to it before the final request for funds submission deadline.

Paragraph G outlines TSLAC's rights regarding the grant funds if you are not spending them regularly or you haven't let us know what's going on with your spending. To do this, TSLAC will send you a spend-down plan so you can let us know how you plan to use any remaining grant funds. We usually give you a month to complete those and get them back to us, so you can expect those in March or May depending on your grant program.

Paragraph H covers what happens when you have requested a funding advance and have not spent them within the required time frame. You must return the funds and any interest that you may have accrued on those funds to TSLAC.

Paragraph I provides a breakdown of your grant budget and lists how much you requested in each category. The total should match your listed award amount in paragraph A of the contract.

Section V: Contract Revisions

- Submitted by change requests in GMS
- Require TSLAC approval to submit
 - Fiscal changes (budget change request)
 - 10% threshold
 - Transferring to \$0 budget category
 - Program income
 - Item changes with significant price/feature differences
 - Program changes (program change request)
 - Third-party services
 - Change in scope or objective



Section five details the process if you need to make programmatic or budget changes over the course of your grant. You need to get permission from the Grants Team before you submit a budget or program change request in GMS. You can do that really easily through email. Just drop us an email explaining what you need to do and why. We will review the request and let you know if you're good to go or not, but you can't proceed without that written approval.

So, when would you need to submit a budget change request?

You would need to submit a change request if you need to move 10% or more of the total grant fund into a different budget category. For example, if your grant is \$10,000 and you need to move \$1,000 or more from one budget category to another, you'd need to submit a budget change request.

Transferring to a zero-budget category means that if you didn't have anything budgeted into a category, and now you need to move money into that category, you'd need to submit a budget change request. For example, if you didn't have anything budgeted for Services, but now you find you need money to pay for a Service, you would need to submit a budget change request.

If you are going to be receiving any income as a result of this grant, that would need to be discussed and handled through a budget change request because any funds you earned from that will need to be applied back into the budget of this particular project.

The fourth condition requiring a budget change request would be if an item you requested has changed significantly in price or features. Sometimes what you are quoted for an item when you are putting together your application will have changed by the time you're ready to buy. So if you run into significant price or specification changes for items that you already have in your budget, you'll likely need a budget change request.

Program changes are necessary when you are changing what you're going to do or who's going to do it.

If you were going to do something in-house and now you want to contract it out or vice versa, if you were going to contract it out and you decided you'd rather do it in-house, those would need a program change request.

Also if there is a change in scope or objectives. For example, if you were going to do a live program, but now want to change it and go virtual and need different materials to do that, that would be a change in scope or objective and would need a program change request.

Don't forget that you need permission from us before you can submit a change request. Send us an email and let us know what you'd like to do and why. If it is allowable and within grant guidelines, we will approve it and you can move forward with creating and submitting your change request in GMS.

Section VI: Equipment & Property

- A. Fiscal changes to Equipment line item require a budget revision. (10% rule)
- B. Certain items purchased need to be maintained on inventory if cost is between \$500 and \$1,000+.
- C. Approval needed before purchasing equipment costing more than \$5,000/unit. (*Initiated by TSLAC*)*
- D. Title vests with Subrecipient upon acquisition. Subrecipient must maintain per TxGMS.



- A. Fiscal changes to the Equipment line item require a budget revision. (10% rule). This goes back to what we discussed earlier about when you would need to request a budget revision under the 10% rule and explains that costs like taxes, installation, and shipping should be handled according to your regular accounting practices. TSLAC won't advise on how you should handle that.
- B. Certain items purchased need to be maintained on inventory if cost is between \$500 and \$1,000+. According to TxGMS, still and video cameras, fax machines, TVs, stereo equipment, cell phones must be maintained on the subrecipient's inventory system if they cost between \$500 and \$1,000 or higher with a high potential for loss. How you maintain those inventories is up to you and your local accounting practices.
- C. Approval needed before purchasing equipment costing more than \$5,000/unit. (*Initiated by TSLAC*)*. How your agency defines equipment is probably different than how TSLAC defines equipment. TSLAC defines equipment using IMLS guidelines as any tangible item that costs \$5,000 or more per unit. While cameras and computers may seem like equipment, for the purposes of TSLAC grants, those items are considered Supplies/Materials. An example of equipment by TSLAC standards would be an Envisionware self-checkout station or a tablet station. Those items easily cost over \$5,000 alone. Those would be considered equipment.

We have already gone through your grant budgets and figured out if you have requested items that are considered equipment by IMLS standards. These items require that we go to IMLS to get approval before you can make the purchases. If that's you, we will or maybe already have contacted you and let you know we started the process with IMLS to get that approval. It just requires that we fill out a form that explains what you want, how you want to use it, and how much it costs. We send that form to IMLS and we normally hear back from them in a few days with permission for the purchase. Don't purchase it until you hear back from us though.

- D. Title vests with Subrecipient upon acquisition. Subrecipient must maintain records per TxGMS and that paragraph goes into more detail about how you are to maintain those records. Basically, what this part is saying is that what you buy vests with you. It's not ours, it's yours.

Section VII: Reporting

- A. Written procedures
- B. Performance reports – due on 30th of reporting month

	#s & Narratives
Quarterly	4x/year (Oct, Jan, Apr, July)
Semi-annual	2x/year (Mar and Sept)
Other	See contract



One of your biggest responsibilities as a grantee is tied to reporting on what you've spent and what you've done. Section seven is related to performance reports. You should have written procedures on how you will handle your performance reporting. You should consider who is going to collect data for the reports, how you will collect that data, who is creating the reports, approving the reports, submitting the reports. I'll be providing you with grant specific performance measures later on that can help you shape this procedure, but it is something to be thinking about now.

Part B of this section varies depending on the type of grant you are awarded. Reporting will be required either quarterly or by period. Quarterly reporting is done four times a year in October, January, April, and July. Semi-annual reporting is done twice a year in March and September. The performance reports should include your numbers and narratives. More specific details about the questions you have to answer and the information we'll be looking for in your reports will be included in the individual performance measures I'll create for each of you. You can find your reporting dates listed under Section 7, Part B. of your contract. Reports are always due on the 30th of the reporting month unless the 30th falls on a weekend or holiday. If that happens, the report will be due the following business day.

Section VII: Reporting

- C. Financial report certification(RFF submission)
- D. Audit certification form submission
 - Form sent by TSLAC
 - Due to TSLAC by December 31, 2024
- E. Audit submission – Federal Audit Clearinghouse (FAC)
- F. Final payment withholding



Part C of Section VII goes into detail about the financial report certification. This part is referring to the person that will be responsible for submitting the requests for funds for the grant. Basically, by submitting the request for funds, the person is taking responsibility for what is included in the request, stating that everything in there is true to the best of their knowledge and agrees that if anything in there is false, fictitious, or fraudulent, they are liable for it and could be subject to criminal, civil, or administrative penalties.

When RFFs are submitted in GMS, there is not an actual place for a signature. A paragraph with verbiage similar to what you see in Section VII, Part C of the contract is printed right below the submit button and by checking the box and submitting, that serves as you signing off and agreeing to the terms.

With that in mind, this section of the contract also says that the person that signs off on the RFFs must be able to legally bind the organization. Most of the time, this is your comptroller, accountant, or director of finance. In some cases, the library director might have been given these privileges. That doesn't mean you can't create the RFF yourself. You can do that, you just can't submit it. You can go to the person authorized to submit the RFFs in your organization and request proxy privileges though. If you are going to request proxy privileges, please let me know and I'll send you a template you can use for your proxy letter. Once the letter is complete and signed, that should be sent to me so I can file it with your grant paperwork so I can remember that you've been given permission to submit RFFs.

Let's move on the part D, the audit certification form. Everyone is required to submit an audit certification form. This form tells us if your institution will be required to have an audit of the year in question. We send it to you around December 1 after the grant year has closed. You should forward it to your accounting department or financial/business office to complete. The form is due to TSLAC by December 31. You only have to submit one form for your institution, not one for each grant.

Part E. If it turns out that you need an audit based on your entity's expenditures, this section talks about where and when you need to submit your audit. That information goes to the Federal Audit Clearinghouse, not to us here at TSLAC.

Part F is a cautionary note. It's just saying that failure to submit required reports or information on time can result in your grant reimbursement payments being withheld. Your request(s) for funds will not be processed until everything is brought up to date.

Section VIII: General Terms and Conditions

- A-C. Follow the current grant program guidelines, TxGMS, and Supercircular
- D. Copyright – collateral & data
- E. Publicity – acknowledge IMLS and TSLAC and provide one set of all public relations materials to TSLAC by the end of grant year



Now we examine the big section on General Terms and Conditions

Paragraphs A-C explain that you have to follow the grant guidelines for your program, and that you need to comply with the rules and guidance in the Texas Grants Management Standards (TxGMS) and the federal Uniform Administrative Requirements... a.k.a. Supercircular. Basically, if you are doing what we ask you to do when we ask you to do it, you're going to be in compliance.

D gets into copyright. You can copyright any work that is subject to copyright created under this grant, but IMLS and TSLAC will have a non-exclusive right to reproduce or publish the work for our purposes and can authorize others to do so as well.

E explains that all publicity created in conjunction with your grant program must acknowledge IMLS and TSLAC. The Communications webinar will go into more detail about how you do this, and we'll be providing you with a press kit with examples and templates that you can use for your publicity. A copy of all the public relations items you create should be saved and provided to TSLAC. These are most often attached to your performance reports. So if you had an event in the first quarter of your grant and it was advertised in the paper and you created a FB event, you'd attach the article and a screenshot of your FB event post to your first quarter performance report.

Section VIII: General Terms and Conditions

F. Non-discrimination

G. Audits (by funders and other governing authorities)

H. Human trafficking

I. Retention of grant documents – until Jan. 29, 2032, at a minimum

- Texas Gov't Code, §441.1855 – State agency retention of contracts and related documents



F states that you as the sub-recipient will comply with all federal statutes related to non-discrimination.

G relates to audits. By accepting the grant funds, you are agreeing that TSLAC and other governing authorities (they are all listed there in part G) have the right to conduct an audit and that you will comply with any requests for access to documentation.

H says you can't engage in human trafficking.

I relates to retention of your grant docs. For all grants, you are required to keep your docs until January 29, 2032, at a minimum. If you are a state agency, you have to comply with Texas government code, so it could be longer than January 29, 2032, depending on the type of entity you are and any statutes that govern you directly.

Section VIII: General Terms and Conditions

- J. Grant termination – 30 days notice
 - 1. Grant activities and reporting
 - 2. Funding
- K. Changes to key personnel
- L. Loss of staff in relation to reporting, retention, equipment/supply disposition
- M. Waiver of state immunity
- N. Dispute resolution



J deals with termination of the grant. The grant can be terminated by written notice and mutual agreement between TSLAC and you. The notice must be given no less than 30 days prior to the termination date. You will close out grant activities promptly, but this doesn't preclude you from reporting on any activities that you completed using the grant funds. All the funds that were not spent will be returned to TSLAC.

In Part K, you agree to let TSLAC know about any changes to key grant personnel within seven days of the change taking place.

Part L says that if you lose staff prior to the end of the grant period or the agreed upon termination date, you still have to abide by the reporting requirements and retain the records and other inventories as outlined in the contract. If your library is closing for good, you need to let us know who will be housing the grant documents.

M is related to state immunity. Everyone agrees that no part of this contract is intended to serve as a waiver by TSLAC or the state of any immunities from suit or from liability that TSLAC or the state may have by operation of law.

Part N lets you know that the dispute resolution process provided in Texas Government Code is available to all involved parties to resolve any dispute that might arise under this agreement.

Section IX: Enforcement

- A. Remedies for noncompliance
 1. Withhold payment temporarily
 2. Disallow activity or action
 3. Terminate grant
 4. Withhold further awards
 5. Other remedies
- B. Hearings and appeals
- C. Suspension and termination
- D. Debarment and suspension



If you haven't complied with any part of this contract, like submitted your performance reports or request for funds on time, there are a few things TSLAC can do. They are listed under Part A of Section 9. We can halt reimbursements of your requests for funds until you are up to date on your paperwork; we can disallow activities and deny funding for activities or actions that don't align with your approved grant program. We can suspend or even terminate your contract. We can withhold further awards for your program in successive years or take other steps legally available to us.

If any of this happens, you will have an opportunity for a hearing or an appeal and Part B outlines the details of how that would need to happen.

Part C goes into detail about what happens if you incurred grant costs during a suspension or after termination of a grant award. In most cases, those are not allowable unless TSLAC expressly authorizes them in writing. But there are a couple cases when that's unavoidable. For example, if you hired a speaker for an event before you knew you were going to be suspended or terminated, that would be covered. The other situation is when the costs would have been allowable if the award was not suspended or the costs will expire naturally at the end of the funding period in which the termination takes place. So, if you had a subscription to something that would naturally end in the period when the suspension or termination takes place.

Part D, Debarment and Suspension is on a federal and state level. So, if in the course of a suspension or termination, things come out that are unfavorable, you can be placed on a "list" at a federal or state level that would keep you from being awarded other grants.

Section X: Contacts

- Program issues, revisions, reporting, and equipment
Grants Team
grants@tsl.texas.gov
- Payments, requests for funds, and financial status
Arturo Villarreal, Grants Accountant
grants.accounting@tsl.texas.gov
- Advance payments and financial issues
Rebecca Cannon, Accounting Manager
rcannon@tsl.texas.gov



You'll be dealing with a member of the Grants Team a lot in the coming months. I've listed the Grants Team email address here, but your contract will list the specific Grants Team member you'll be dealing with most often if you have questions about program or budget revisions, performance reporting, GMS issues, or equipment purchases. Basically, if you have a question about this grant, contact the person listed on your contract or send a message to the Grants Team at grants@tsl.texas.gov. If we are not the ones that can answer your question, we'll know where to send you to get the answer.

Art is our Grants Accountant for Federal funds. He is your contact for any payment information or he can tell you what account your payments are set up to go to or can set that up for you if you haven't done that yet. He'll be the one to let you know if you are missing paperwork on your requests for funds that keep them from processing.

If you think you will need to set up advance payments for your grant due to demonstrated need, our Accounting Manager, Rebecca Cannon can let you know exactly what you'll need to produce in order to set up advance payments. If you had an advance and ended up with excess funds that you need to send back to us, that section also contains directions and the address on where to send it.

Sections XI-XII: Law and Certifications

Section XI – Texas law

Section XII – Certifications

- A. Activities are within scope of organization and rules
- B. All costs will be used as intended in grant
- C. Indirect costs not used as direct costs
- D. No funds used for lobbying or influence
- E. CIPA
- F. Exclusions, disqualification, indictments
- G. Copyright compliance (copies, digitization)
- H. State assurances (TxGMS)
- I. Drug-free workplace requirements



Section eleven basically says that Texas law governs this grant and all activities pertaining to the grant will happen in Texas. If there are any disputes that arise over the course of this contract, those will be handled in Texas in Travis County. It also says that the grant contract is subject to the availability of funds and that TSLAC may reduce or terminate the grant when available funding is reduced or eliminated.

Section twelve, Parts A-H get into grant certifications. Basically, the subrecipient is certifying a lot of things in this section.

- A. Activities are within the scope of organization and rules. The specific rules to which this piece is applicable are all spelled out for you in this section if you'd like to reference those.
- B. All costs will be used as intended in the grant.
- C. Indirect costs not used as direct costs. Meaning, if you allocated grant funds for indirect costs in your grant application and we approved that, you must use them for that purpose.
- D. No funds used for lobbying or influence. Pretty self-explanatory.
- E. CIPA. This is just certifying that you provided TSLAC with a completed CIPA form and agree to abide by the terms within that form related to internet filtering.
- F. Exclusions, disqualification, indictments. You are certifying that you are eligible for the grant and currently aren't excluded or disqualified from receiving one and you are not presently indicted for or criminally charged by a governmental entity.
- G. Copyright compliance (copies, digitization) just means you'll follow copyright law when rolling out your grant activities.
- H. State assurance (TxGMS) means that in addition to federal requirements, state law requires some assurance from applicants for Federal pass through or other state-appropriated funds. There is a TxGMS reference included in this piece if you'd like more information.
- I. IMLS requires that all recipients comply with areas of the drug-free workplace act of 1988. This means you must make a good faith effort on a continuing basis to maintain a drug-free workplace. Some examples of ways to do that are provided in that section.

Sections XI-XII: Law and Certifications

☐ Section XII – Certifications

- J. Abide by all legal requirements
- K. Cybersecurity training
- L. Fraud, bribery, gratuity
- M. Protection for charities/private foundations
- N. Contracting w/head of a state agency
- O. Permission to apply
- P. No lobbying expenditures
- Q. Impropriety and conflict-of-interest



More certifications.

- J. Part J says that you agree to make sure you and any contractors you bring on comply with all requirements of federal and state laws and any requirements TSLAC has for your program. If any of these requirements conflict, you are to follow the most restrictive requirement.
- K. Part K says that you will comply with Texas Government Code regarding local cybersecurity training.
- L. Part L requires you to disclose in writing any violations of federal law involving fraud, bribery, and gratuity.
- M. M requires you to comply with Texas Government Code relating to disclosure protections for charities and private foundations. The specific code is referenced there if you're interested in reading up on that.
- N. Part N wants to make sure that you aren't currently running TSLAC, ran TSLAC in the past 4 years, or have someone on staff that ran TSLAC before you enter into a contract with someone currently holding that position.
- O. In Part O, you are certifying that you have the legal authority to apply for the grant.
- P. Part P is about lobbying again. This piece wants to make sure you aren't using grant funds to pay for lobbying expenditures.
- Q. Part Q wants to make sure that performance under this contract will not create a conflict of interest or create an appearance of impropriety. It goes into details about how that might happen and what action you should take if a conflict arises.

Sections XIII: Signatures

- Subrecipient (designee authorized to enter into contracts) signs
- Grants Administrator, Division Director, and Chief Fiscal Officer, State Librarian signs
- Fully executed



Section thirteen deals with signatures. You must have a fully executed contract before you can begin requesting funds for your grant activities. Fully executed means that all required signatures are on the contract.

You must have your governing official, the person authorized to enter into contracts on your behalf sign it. This is normally a City Manager, County Judge, or Library Board Chair. It's normally going to be the same person who signed your grant application. It's rarely the library director. In some cases, the library director or someone else has been given signing proxy for things like this. If that is the case, we must have paperwork designating that proxy on file before we'll accept that signature. If the person that signed your grant application left and someone else took the position, please let us know ASAP to avoid any confusion on who has authority to sign your contract.

Once you get the signature of your governing official, send it back to me. I will sign it as the Grants Administrator and then I will route it for signatures from my Division Director, the Chief Fiscal Officer, and the State Librarian. Once everyone has signed and the contract is fully executed, I'll attach a copy of the it in your grant file and email the Program manager and library director on file for your grant to let them know the contract is fully executed.

Contract

- Distributed via e-mail to director and project manager (ETA: June or August)
- Due August 1 or October 1 (soft deadline)
- Contract overview webinar – review



We will send your contract through email to the library director and the project manager listed on your grant application. We are hoping to do that in June for ILS Cooperative, Special Projects and TexTreasures. Texas Reads, you can expect yours in August. If that changes, I will let everyone know. We have a soft return deadline of August 1 for ILS Cooperative, Special Projects, and TexTreasures. October 1 for Texas Reads. It's soft because we understand that sometimes there are several hoops to jump through to get your contract signed by the appropriate person. If you don't think you'll have the contract signed by that soft deadline, just keep me updated on your progress with getting it completed.

This webinar can be shared with and reviewed by your signing authority if they want a quick explanation of what exactly they're signing. If they have questions, please send them our way and we'll do our best to get those answered quickly.

Contract Process

Subrecipient

1. Have authorized signatory sign contract.
2. Upload signed copy into grant file in GMS.
3. Notify TSLAC of upload.

TSLAC

1. TSLAC staff will sign (fully executed).
2. Upload the copy to grant file in GMS.
3. Notify subrecipient when final copy is uploaded.



We've already covered this, but it never hurts to review it again. So once we send you the contract, you'll have your authorized signatory sign it. We will accept electronic signatures. That's fine. You'll upload the signed copy to your grant file in GMS and then send me an email letting me know you've done that.

I'll pull the signed copy from GMS and route it for signatures here at TSLAC. Once signed, the contract is fully executed. I'll upload that fully executed copy to your grant file in GMS and send an email to the program manager and library director listed on your grant that the contract is fully executed and in the grant file.

If you need signed hard copies of the contract, mail them to us and let us know they're coming. We'll watch for those, have them signed, and send them back ASAP.

What do you do next?

- Await the award letter.
- Await the contract.
- Process the contract.
- Await the fully executed copy.
- Mark ALL contract dates on your calendar(s).
- Forward contract as necessary to business office, etc.
- Store the final copy in your grant file.



So what now? You should have already received your award letter. Just wait for your contract to arrive in email and do your part to process it. Once that's done, we'll do our part to get it fully executed.

In the meantime, go through your contract and highlight and record all the dates and deadlines for things like performance reports, and requests for funds. And make sure others in your office can access these dates and documents in case they need to do something for the grant if you are sick or out on vacation.

When you get the contract back, keep a copy in your own grant file and send it whoever else in your agency requires a copy.

QUESTIONS?

Bethany Wilson
Grants Administrator
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grants@tsl.texas.gov



That's about it, folks! If you have any questions about anything we covered in this webinar or about your individual contract, please contact me directly and I'll do my best to answer your questions.