

Grant Acceptance and Administration

Grant Award Packets

When you are awarded a grant, you will receive a packet from the Missouri State Library that contains the Grant Agreement Standard Terms and Conditions, Grant Acceptance Form, Interim and Final Report forms, Request for Payment forms and any additional Certifications or Assurances that need to be completed for quality assurance, grant acceptance, and routine administration of your grant.

1. Grant Agreement Standard Terms and Conditions and Grant Acceptance Form

Specifies the terms and conditions of the grant award and its administrative and reporting requirements.

2. Certifications and signatures

- Be sure the proper signatures are obtained and that the individuals sign in the correct place
- In the absence of THE authorizing official, who else can sign documents of this nature?

A. Procurement Certification

- If your library has policies established regarding bidding for purchases, you should use those policies in administering the grant funds and to document the bid process through the use of the Procurement Certification form. Note, the procurement procedures you follow must reflect applicable State and local laws and regulations, and conform to applicable federal law and the standards identified in section 1183.36 of the Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Report and Payment Request Forms

- **Interim and final narrative report forms:** Details the progress of your project throughout the grant period using a narrative format.
- **Interim and final financial report forms:** Used to indicate the status of the LSTA budget in spreadsheet format.
- **Payment Summary:** Gives a detailed account of what has been purchased and the source of funding for each item or service. It includes purchases made with local and/or LSTA funds.
- **Payment Request:** Used to request payments from the State Library for purchasing pertaining to the grant project.

Grant Acceptance

Long and Short Term Grants

When we receive the signed Grant Acceptance Form, we consider the grant activated. The document must have original signatures, not copies or facsimiles. Keep a copy for your grant file.

Ramifications

By accepting grant funds, recipients agree to be bound by all applicable public policy requirements, many of which will be included by reference in the Grant Agreement. Failure to comply with the requirements may result in suspension or termination of the award and government recovery of funds. Failure to comply could also result in civil or criminal prosecution.

Routine Grant Administration

Grant File

You should have one file that contains all of the paperwork associated with your grant. This includes:

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| 1. Original application | 8. Outstanding report and payment forms |
| 2. Grant Agreement Standard Terms and Conditions | 9. Invoices |
| 3. Signed copy of the Grant Acceptance Form | 10. Market analysis documentation |
| 4. Signed copies of the Certifications and Assurances | 11. Bid process documentation |
| 5. MOSL purchase order | 12. Promotional materials |
| 6. Payment requests | 13. Evaluation measures: statistics, surveys, etc. |
| 7. Interim and final reports | 14. Documentation of contacts with the State Library staff |

Reporting Requirements

Long term grants typically have a one year grant period and require two interim reports and a final report. Short term grants typically have a grant period of six months or less and require only a final report. Summer Library Program grants require one interim report and a final report.

Requesting Payments

Funds must be encumbered BEFORE requesting first and second payments with expected payout of those funds within 45 days. The final payment request should be submitted along with your final report. Note payment receipt may be delayed if grant reports are incomplete or inaccurate or where the timing of the request falls in relation to the LSTA draw down cycle.

Grant Agreement Standard Terms and Conditions

THIS GRANT AGREEMENT TERMS AND CONDITIONS, THE ATTACHED APPLICATION AND THE ACCOMPANYING PURCHASE ORDER WILL SERVE AS THE GRANT AGREEMENT (HEREINAFTER REFERRED TO AS THE “AGREEMENT”).

The return of the signed Grant Acceptance, Certifications and Assurances forms enclosed with this Agreement shall constitute acceptance of this Agreement. This Agreement is entered into between the Missouri Office of the Secretary of State’s State Library, (hereinafter, the “State Library”) and the Grantee. In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) PURPOSE: The United States Congress pursuant to 20 U.S.C. §§ 9101 to 9123 has authorized funds to be used for improving library services. The purpose of this Agreement is to award to the Grantee the use of such funds, to be administered by the State Library, for the purposes specified in the grant application.
- (2) GRANT PERIOD: The grant period is specified in the Grant Acceptance form.
- (3) PAYMENT: Payment shall be made as follows:
 - (A) The first payment shall be made within 45 days after the Grantee submits to the State Library the First Payment and signed Certifications and Assurances forms.
 - (B) An interim payment for long term grant agreements, projects with a grant period of twelve months or longer, shall be made within 45 days after the Grantee submits to the State Library at least one Interim Report and the Request for Second Payment; provided that the State Library approves such reports and documentation.
 - (C) A final payment shall be made within 45 days of receipt of all reports and documentation required under the terms of this Agreement; provided that the State Library approves such reports and documentation
- (4) SCOPE OF GRANT: The Grantee shall use the grant funds awarded under the terms of this Agreement as described in the Grantee’s grant application which is attached and incorporated as part of this Agreement.
- (5) NOTICE: All notices, reports, or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Grantee or the State Library at their respective addresses of record. Either party may change its address of record by written notice to the other party.
 - (A) Notice to State Library: Notices to the State Library shall be addressed and delivered to the following:
 LSTA Grants Officer
 Missouri State Library
 600 W. Main
 P.O. Box 387
 Jefferson City, MO 65102-0387

- (B) Notice to Grantee: Notices to the Grantee shall be addressed and delivered to the name and address on the Grant Award Acceptance form.
- (6) REPORTS: The Grantee shall submit to the State Library reports documenting the successful completion of all project activities pursuant to this Agreement. Required forms for submission of any Interim and Final Reports shall be included with this Agreement, along with instructions for completing the forms and instructions for inclusion of other project related materials as part of the Final Report.
- (7) PUBLICATION CREDIT: The grantee shall include in all publications or other materials produced in whole or in part with funds awarded under this Agreement the logo of the Institute of Museum and Library Services with the following text: "This (project/publication/activity) is supported by the Institute of Museum and Library Services under the provisions of the Library Services and Technology Act as administered by the Missouri State Library, a division of the Office of the Secretary of State".
- (8) RECORDS: The Grantee shall retain, for not less than five years from the termination date of the grant period, records documenting the expenditure of all funds provided by the State Library pursuant to this Agreement. The Grantee shall, upon request, provide to the State Library any records so retained.
- (9) AUDIT AND ACCOUNTING: The Grantee shall comply with the Single Audit Act, as amended, and OMB Circular No. A-133. The Grantee shall use adequate fiscal control and accounting procedures to disburse properly all funds provided by the State Library pursuant to this Agreement. The Grantee shall deposit unused funds provided pursuant to this Agreement in an interest bearing account and use any accrued interest from the account for the work and services to be provided pursuant to this Agreement.
- (10) LAW TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Grantee shall perform all work and services in connection with this Agreement in conformity with applicable state and federal laws and regulations including, but not limited to, the LSTA, Executive Order 12549 which provides that persons debarred or suspended shall be excluded from financial and non-financial assistance and benefits under federal programs, the Single Audit Act, as amended, and OMB Circular No. A-133. Other applicable laws are listed in the appendix.
- (11) SUBCONTRACTING: The Grantee may subcontract work and services set forth in this Agreement, provided that the State Library shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Grantee shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor for all expenses and liabilities incurred under the subcontract.
- (12) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, shall be accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the State Library, except that the Grantee may transfer an amount not to exceed three hundred dollars

(\$300) from one budget item to another budget item designated in the Grantee's grant application without obtaining a formal written amendment.

- (13) INDEMNIFICATION: The Grantee shall be responsible for the acts, omissions to acts or negligence of the Grantee, its agents, employees and assigns. The Grantee shall hold harmless and indemnify the State Library, including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the Grantee in connection with or in any way relating to this Agreement.
- (14) SOVEREIGN IMMUNITY: The State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
- (15) INDEPENDENT CONTRACTOR: The Grantee, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the Office of the Secretary of State or the State Library.
- (16) HEADINGS: The underlined headings appearing within this instrument shall not be incorporated as part of this Agreement and are included only for the convenience of the reader.
- (17) ENTIRE AGREEMENT: This instrument embodies the whole agreement of the parties. No amendment shall be effective unless it is accomplished by a formal written amendment signed and approved by the duly authorized representatives of the Grantee and the State Library.
- (18) ACCESS: The Grantee, at any time during the grant period, shall provide to the State Library access to the site of the work being provided under this Agreement.
- (19) CFDA NUMBER: The Catalog of Federal Domestic Assistance number for this project is 45.310.

Appendix

Statutes and Regulations Pertaining to LSTA Grant Awards

1. Museum and Library Services Act

20 USC Chapter 72 – Museum and Library Services

2. General Regulation for Administering the Grants

45 CFR 1183 – Uniform administrative requirements for grants and cooperative agreements to state and local governments

3. Regulations Governing Allowable Costs

- a. 2 CFR 225 – Cost principles for state, local, and Indian tribal governments;
- b. 2 CFR 220 – Cost Principles for educational institutions; or
- c. 2 CFR 230 – Cost principles for non-profit organizations

4. Regulation Governing Auditing of LSTA Grants

OMB Circular A-133 – Audits of states, local governments, and non-profit organizations

5. Regulations Governing Nondiscrimination

- a. 45 CFR 1170 – Nondiscrimination on the basis of handicap in federally assisted programs or activities;
- b. 45 CFR 1181 – Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.
- c. 45 CFR 1110 – Nondiscrimination in federally assisted programs

6. Other Applicable Regulations

- a. 45 CFR 1185 – Governmentwide debarment and suspension
- b. 45 CFR 1186 – Governmentwide requirements for drug-free workplace

7. State and local statutes and regulations

- a. Rules of Elected Officials, Division 30 – Secretary of State, Chapter 200 – State Library

«Project_Name» Grant Acceptance Form

Library Name: «**Applicant_Company_Name**»
 Library Address: «Applicant_Mailing_Address»
 «Applicant_City», MO «Applicant_Zip»
 Grant Project Number: «**Grant_ID**»
 Grant Program: «**Project_Name**»
 Grant Type: **Long Term or Short Term**
 Project Director: «**Proj_Dir_First_Name**» «**Proj_Dir_Last_Name**»
 Grant Period: «**Grant_Begin_Date**» to «**Grant_End_Date**»
 First Payment Amount: «**First_Payment**»
 Second Payment Amount: «**Second_Payment**»
 Final Payment Amount: «**Final_Payment**»
 Total Grant Award Amount: «**Awarded_Amount**»
 Amendment Threshold: **\$300**
 First Interim Report Due: «**First_Due_Date**»
 Second Interim Report Due: «**Second_Due_Date**»
 Final Report Due: «**Final_Due_Date**»

Please make two copies of this form. Sign each copy to indicate if you are accepting or declining the grant. Keep one for your records and return one copy to the Missouri State Library. The return of this form will activate the grant. Do not begin encumbering funds before the start of the grant period.

We are aware of, and agree to comply with, all state and federal provisions and assurances required under this grant program as well as the terms and conditions specified in the accompanying grant agreement and purchase order, "agreement", hereby incorporated by reference. We will carry out the grant project according to the approved grant proposal. This application has been authorized by the appropriate authorities of the applying library. By signing this application, the undersigned authority acknowledges compliance with and agreement to the "agreement" and all eligibility requirements.

 Type name of Authorizing Official

 Signature, above official (in blue ink)

 Date

OR

We do not accept the grant and the funds can be reallocated to other projects.

 Type name of Authorizing Official

 Date

Instructions for Report Forms for LSTA grants

Reports consist of the following items. All items must be submitted or payment cannot be made (see exception regarding #3 below). Please use the report forms furnished in your grant packet.

1. **Financial Report:** List only LSTA Grant funds. Do not include local funds on the chart. Round all figures to whole dollar amounts.

Amount Approved—The amount approved in each category as stipulated in the Grant Agreement. Do not change any of these figures. Changes can only be made after a request for change is submitted to the State Library in writing and is approved by the State Librarian.

Beginning Balance—List amount of unexpended funds you had at the beginning of this reporting period. (Use “Unexpended Balance” from previous report.)

Expended This Period—List amounts expended during this reporting period for each category.

Total Expended to Date— List total amount of funds spent to date in each category, including the amount expended this period.

Unexpended Balance—List what is left to spend.

2. **Payment Summary:** Expenditures should be arranged by budget category. List the items purchased, item quantity, price per item, funding provided by source, invoice date, invoice number, and name of vendor. For expenditures related to personnel include the name of staff as vendor, number of hours worked, services performed, position status, rate of pay, and wages paid by funding source. Please make as many copies of this form as needed to complete your list. You are required to retain original invoices as documentation for this grant. **PLEASE NOTE: You must submit copies of purchase orders and invoices for the equipment you purchased to show that you have met the specifications.**

Example:

Category	Qty	Description	Invoice	Date	Vendor	Unit Price	Total Price	LSTA Funds	Local Funds
Personnel	10 hrs	Computer Installation	Part-time staff	August 2009	Jane Smith	\$15	\$150	\$112	\$38
Equipment	3	Laptop Computers	11761	8/28/09	Dell	\$1,400	\$4,200	\$3,150	\$1,050

3. **Procurement Certification:** Please use this form to show documentation for your purchase process ONLY IF you had items of one type of over \$3,000 in the aggregate or meeting the local threshold requiring your library to perform a bid process, whichever is less.

4. **Narrative Report:** The narrative report has two sections which must be completed to document the activities that occurred during the grant period:
- **Preliminary Information:**
 - a. Date report was created
 - b. Name of person making the report
 - c. Grant funds spent
 - d. Local funds spent
 - e. Number of people who were or could be affected by this project
 - f. Number of records converted or images created, if applicable
 - **Narrative Report Questions**
 - a. **Activities:** List the project activities carried out during this reporting period.
 - b. **Timetable:** How well are you adhering to the approved timetable for the project? Describe any current or pending adjustments to the timetable.
 - c. **Project Changes and Additions:** Describe any variations from the original grant application that took place in the project during this time period. Document how the State Library was informed of and approved these changes.
 - d. **Problems and Resolutions:** What problems have you encountered in carrying out this project? How have or will you resolve these problems?
 - e. **Financial Status:** How well are you adhering to the approved budget? Do you still anticipate spending all funds? The Grantee is allowed to transfer a total of the amount specified in the grant agreement without obtaining a formal written amendment. Is there a need to adjust the budget via a formal amendment? Note that an amendment must be completed BEFORE any purchases are made or services rendered.
 - f. **Outputs:** List evaluation measures that will show evidence of service delivery. What data can you document at this time?
 - g. **Outcomes:** What changes in attitudes, behaviors, knowledge, or skill levels do you anticipate as a result of this project? How will you monitor these project outcomes? What results can you report to date?
 - h. **Best Practices:** What lessons have you learned regarding working with the people impacted by this project? How will that experience contribute to best practices you can continue to use at your library?
 - i. **Project Promotion:** How did you promote the project within your library and community? Attach copies of support materials: publicity, announcements, instructor materials/handouts, evaluation instruments and results. Also indicate how you let the community know this project was funded through an IMLS-LSTA grant.
 - j. **Other:** Any other comments you feel are appropriate.
5. **Payment Request Form:** Complete all information on the payment request form in order to receive payment of your grant. If you did not expend all of the allowable funds, please adjust the final payment total by subtracting the amount not spent (the “unexpended balance” on your financial report).

Amendments

Changes may be made formally and approved through a supplemental agreement or amendment to the original grant or informally through correspondence. Changes must be approved before committing LSTA funds. Do not rely on reimbursement of local funds spent before amendment is finalized. An amendment may be warranted by:

1. Budget changes

- a. Moving over the specified amount listed in your agreement between existing budget categories
- b. Moving any funds into a budget category not in the grant award

2. Programmatic changes

- b. Scope or objective of the project
- c. Extending the grant period
- d. Changes in key personnel if listed by name in the grant application
- e. Changes in subcontractor if listed by name in the grant application

Requests for Amendment must be submitted at least 3 weeks before the end of the grant period. Be sure you fill out the form completely including reasons/justifications for change. If approved, we will draft the Amendment to your Agreement. The library representative, the State Librarian and the Executive Deputy Secretary of State must sign the Amendment prior to placing any orders. The [Request for Amendment](#) form is available online on the Missouri State Library Grant Programs page.

Project Promotion

Receiving a LSTA grant is a recognition of excellence that should be shared with your community. As a recipient, you are required to acknowledge IMLS support and take steps to extend the award's impact on the community at large. Working with the media is one of the most economical ways to develop a strong, positive presence in your community. IMLS has developed guidelines designed to help you do that, particularly if your organization hasn't had much experience with media relations in the past. The Media tips are available at <http://www.ims.gov/recipients/tips.shtm>.

Guidelines for IMLS Acknowledgement
from: <http://www.imls.gov/recipients/acknowledgement.shtm>

The Institute of Museum and Library Services requires public acknowledgement of the activities it supports. The Institute has a logo and tag line that should be used in acknowledging our support. The guidelines for crediting the Institute are described below. You should use newspaper articles, op-ed pieces, radio interviews, and other media activities to extend the impact of your effort; our support should be mentioned in media activities related to your award. If you have any questions regarding the forms of acknowledgment, contact the Office of Public and Legislative Affairs at 202-653-4757.

Publicity Campaigns

The Institute's Office of Public and Legislative Affairs must be notified of media and outreach efforts involving activities supported by our awards. Contact the office to discuss proper acknowledgment of funding, and please provide samples of publications, advertisements, press kits and press releases created as part of this outreach.

Use of the IMLS Logo

Logos are available on the Logos page at <http://www.imls.gov/recipients/logos.shtm>. The logo may be used in a variety of ways: on Web sites, multimedia materials, annual reports, newsletters, posters, news releases and press kits, educational materials, signage, banners, invitations to events, and even on your stationery. The logo should be legible and no smaller than 1.75" wide. Please review the Logo Standards Guide (PDF) available at <http://www.imls.gov/pdf/LogoStandards.pdf> before using the logo.

Sample Tag Line

The following acknowledgment may be used with or without the logo:

The Institute of Museum and Library Services is the primary source of federal support for the nation's 122,000 libraries and 17,500 museums. The Institute's mission is to create strong libraries and museums that connect people to information and ideas.

Guidelines for Activities Supported by Your Grant

- **PUBLIC EVENTS:** At programs or public gatherings related to your award, acknowledge the Institute verbally. Display the logo on signage at events.
- **PRESS EVENTS:** At press conferences acknowledge the Institute orally. Acknowledge IMLS on press kits and in press releases.
- **PRINTED MATERIALS:** Acknowledge the Institute as follows: "This project is made possible by a grant from the U.S. Institute of Museum and Library Services." For posters, use a size for which the words "Institute of Museum and Library Services" are legible from a distance.
- **WEB SITES:** Acknowledge the Institute on your Web site.

Grant Monitoring

Purpose

The Missouri State Library is required to ensure that the agencies to which it awards LSTA funds administer them as proposed and in accordance with applicable law and rules.

Monitoring of a grant project is handled in several ways, including:

- Monitoring by phone calls
- Monitoring by informal e-mail communication
- Monitoring by formal reports required by grant agreements
 - Interim reports
 - Payment requests
 - Final reports to complete grant project evaluation
- Monitoring on-site visits provide the opportunity for Library Development Division staff to assist agencies in administering grants. The purpose of the monitoring visit is to:
 - Provide assistance in project implementation.
 - Verify that projects are being implemented as proposed.
 - Identify and assist in correcting problems in a timely manner.

The grant proposal and any project revisions provide the basis for the monitoring process. The project is expected to closely follow the proposal and any subsequently approved project revisions.

Process

At minimum, your grant will be monitored through report reviews. Additional monitoring is dependent on a number of factors such as size of the grant award, maturity and complexity of the project, scope changes, etc.

Before the project is monitored by a visit, Division staff will contact the library/agency director to set a mutually convenient date. Prior to the visit, a letter confirming the visit, along with other information about monitoring, will be sent. During the visit, Division staff will observe project operation, examine related documents, and meet with project staff to gather information about the project. After the visit, Division staff will prepare a written report. Copies of the report are sent to the library and to others as requested or required.