



**State Library of Kansas**  
**Kansas Libraries Care Grant Application**

Legal Name of Library: \_\_\_\_\_

Other name used for library, if applicable: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Library phone number: \_\_\_\_\_

Library Director: \_\_\_\_\_

Library Director email: \_\_\_\_\_

Grant Contact (if different than library director): \_\_\_\_\_

Grant Contact email: \_\_\_\_\_

Total population of library's legal service area: \_\_\_\_\_

Current building status, circle one:

Is your library building currently open to the public: \_\_\_\_\_

***If YES***, is your library open normal (pre-COVID) hours: \_\_\_\_\_

**ATTENTION:**

**In an effort to streamline the grant process, this grant application will also serve as the contract/grant agreement. Before you submit the application, please be aware that these certifications will apply:**

*Upon signature of the grant application, we agree to comply with, all state and federal provisions and assurances required under this grant program. If awarded grant funds, we assure that we will carry out the grant project according to the approved grant purposes. We have read and agree with the LSTA Subgrant Agreement (**ATTACHMENT ONE**) AND State & Federal Requirements, Assurances and Certifications for LSTA sub-recipients (**ATTACHMENT TWO**) AND DA-146a Contractual Provisions Attachment (**ATTACHMENT THREE**). This application has been authorized by the appropriate authorities of the applying library. By signing this application, the authorizing official acknowledges agreement to all eligibility requirements.*

Signature of Library Director: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Board Chairperson or Authorizing Official: \_\_\_\_\_

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachments do NOT need to be signed. This is the only page that needs signatures.**

**Email the completed grant application (7 pages) to: [alice.smith@ks.gov](mailto:alice.smith@ks.gov)**

**Subject line: "KS Libraries Care application".**

**Submission deadline: Friday, July 31, 2020 by 5:00 PM CST**

**\*Include a completed DA-130 (Direct Deposit) form if applicable.** Direct deposit is PREFERRED method of payment. If you received a paper check for state aid, please include a DA-130 form for direct deposit (unless you sent one after disbursement).

Upon acceptance of your application:

- You will receive a grant award notification and grant survey form by early August.
- Funding will be distributed during early August.
- Complete purchases by end of September (prior purchases accepted).
- Attach receipts and invoices to brief grant survey. Return by email before October 31, 2020.



## **ATTACHMENT ONE: LSTA Subgrant Agreement**

CFDA Name/Number: LSTA State Grants / 45.310

The State Library of Kansas and its subrecipients, as recipients of federal funds through the federal Library Services and Technology Act (LSTA), are required to follow the guidance of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 3187 (Super circular))*. The guidelines require subrecipients to meet certain requirements and follow certain processes, including those listed below.

### **In consideration of receiving the above referenced grant funds, it is mutually understood and agreed that:**

1. The Library accepts and will administer a LSTA subgrant from the State Library for the indicated amount according to legal service area for costs associated with the project represented in the Library's project documentation (grant packet and/or any amendments thereto). The Library shall repay to the State Library all moneys lost or diverted to purposes other than those stated within the project documentation.
2. Subgrant money shall be payable to the Library upon receipt of the moneys to the State Library through LSTA. If funds are not received by the State Library, this contract shall be void and the obligations of both parties of this agreement shall be terminated. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached, are incorporated in this contract and made a part thereof. Form DA-146a is to be dated by the Library and returned with this signed agreement.
3. The attached document entitled "Federal Requirements, Assurances and Certifications for LSTA Subrecipients" is incorporated in this contract and made a part thereof.
4. The State Library will assist the Library as appropriate and necessary with the implementation of this project.
5. The Library will expend project funds by September 30, 2020 and submit a project report and appropriate documentation of eligible project expenditures as defined in the project documentation, in accordance with all applicable local, state and federal laws and regulations, only upon or after the effective date of this grant agreement and before **October 31, 2020**. The Library will expend project funds in a manner that ensures free and open competition.
6. Acknowledgment of funding will list the Institute of Museum and Library Services (IMLS) in all related publications and activities in conjunction with the use of the grant funds and/or on items purchased with grant funds as follows: "This project is made possible by the State Library of Kansas and the Institute of Museum and Library Services." Failure to properly acknowledge IMLS may result in the loss of eligibility for future subgrants and be required to immediately return awarded funds.
7. All records of the Library for the project must be maintained separately from those of other projects. Accounting records should be supported by source documentation such as canceled checks, paid invoices, and payrolls. Copies of contracts/agreements and additional assurances should also be kept. Records must be retained for **three** years after the last year of the current LSTA State Plan for Kansas. Grant documents from the 2018-2022 federal grant years must be maintained through December 31, 2026. These records are to be retained by the Library and not sent to the State Library.
8. The State Library will report these LSTA grant funds as Federal Government Revenue, on behalf of the Library, within the annual Kansas Public Library Survey/State Report.

9. The State Library will report on this project to the federal funding agency, the Institute of Museum and Library Services, and the State of Kansas Department of Administration, Office of the Chief Financial Officer in accordance with all applicable federal and state requirements.

## **ATTACHMENT TWO: State & Federal Requirements, Assurances and Certifications**

### **for LSTA Subrecipients-** Grant Year 2020 LSTA subawards

The State Library of Kansas (SLK) and its subrecipients, as recipients of federal funds through the federal Library Services and Technology Act (LSTA), are required to follow the guidance of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 3187 (Super circular))*. The guidelines require subrecipients to meet certain requirements and follow certain processes, including those listed below.

### **Applications**

Subgrants will not be issued without an approved application or proposal. All applications and proposals must be received by the applicable deadline. Applications and proposals submitted by parties that are ineligible at the applicable deadline will be rejected.

### **Audits**

LSTA subgrant awards are 100 percent federal funds under the Catalog of Federal Domestic Assistance (CFDA) 45.310 and subject to the Single Audit Act. In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

### **Children's Internet Protection Act (CIPA)**

CIPA, as specified by the Institute of Museum and Library Services (IMLS) requirements do not apply if no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet. If funds were provided, the applicant library agrees to comply with the requirements of 20 U.S.C. § 9134 (f) (1) et seq.

### **Deadlines**

Applicants/subrecipients are responsible for meeting all applicable deadlines as outlined in the project documentation.

### **Debarment and Suspension**

Certifies that to the best of his or her knowledge and belief that neither the subgrantee or its fiscal agent, if any;

- (i) Are presently excluded or disqualified;
- (ii) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- (iii) 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 C.F.R. §180.800(a); or
- (iv) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Comply with 2 C.F.R. §180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons). The State Library may use the SAM (Systems for Award Management) to identify Excluded Entities.

### **Federal Debt Status**

Certifies to the best of his or her knowledge and belief that the subgrantee or its fiscal agent, if any, is not delinquent in the repayment of any Federal debt.

### **Federal Funding Accountability and Transparency Act**

The State Library of Kansas is required to report subgrants over \$25,000, per the Federal Funding Accountability and Transparency Act (FFATA) FFATA Subaward Reporting System (FSRS) which will then be displayed on [www.USASpending.gov](http://www.USASpending.gov). (FFATA or Transparency Act- P.L. 109-282, as amended by § 6202(a) of P.L. 110-252)

### **Indirect Costs**

Effective beginning with FY15 awards: The State Library is responsible for establishing the indirect cost rate for its subrecipients in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 of 2 Revised 6/12/2019

Federal Awards at 2 CFR Part 200. When acting as a pass-through entity, the State Library is required to honor a subrecipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the State Library must honor either a rate negotiated between the State Library and the subrecipient (in compliance with federal guidelines) or the minimum rate of 10 percent of the subrecipient's modified total direct costs (MTDC). See 2 CFR 200.331.

### **Kansas Public Library Survey/State Report**

Completion of the annual KS Public Library Survey/State Report is required on or before the deadline to be eligible for State Library of Kansas pilot projects or LSTA subgrants. State Aid eligibility is not required.

### **Lobbying**

Certifies that no LSTA funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No LSTA funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulations, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

### **Nondiscrimination**

Provide library services resulting from the grant to all members of the community served and comply with the relevant nondiscrimination statutes and public policy requirements including, but not limited to, the following §3187.12

- Discrimination on the basis of race, color on national origin- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*)
- Discrimination on the basis of sex- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-83, 1685-86)

- Discrimination on the basis of disability- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq. including §794)
- Discrimination on the basis of age- The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §6101 *et seq.*)

**Records Retention**

According to IMLS published advice letter on requirements for retention of documentation for LSTA projects- All records of the LSTA subrecipient for the project must be maintained separately from those of other projects. Accounting records should be supported by source documentation such as canceled checks, paid invoices, and payrolls. Copies of contracts/agreements and additional assurances should also be kept. Records must be retained for three years after the last year of the current LSTA State Plan for Kansas. Grant documents from the 2018-2022 federal grant years must be maintained through December 31, 2026. These records are to be retained by the Library and not sent to the State Library.

**Setoff**

Subrecipients that are under a current setoff from the Kansas Department of Administration Division of Accounts and Reports Accounts Receivable Setoff Program are not eligible to receive subgrants. It is the responsibility of subgrant applicants to know if there is a current setoff. Should the setoff be discovered after the subgrant is issued, the full subgrant amount must be returned to the State Library within 10 business days of notification.

**Trafficking in Persons** Under 22 U.S.C. § 7104(g) 2 C.F.R. Part 175

Certifies that to the best of his or her knowledge and belief that neither the subgrantee or its fiscal agent, if any,

- (i) engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- (ii) procures a commercial sex act during the period of time that the award is in effect
- (iii) uses forced labor in the performance of the Grant.

**Upon signature of grant application, you agree to Attachment One "LSTA Subgrant Agreement" and Attachment Two "State & Federal Requirements, Assurances and Certifications for LSTA Subrecipients". It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library.**

State Agency Use Only (Do not complete this section):

Application Received Date:

Program: 01030 Funding Code: 3257 Budget Unit: 3000

Project: **KS\_LIBRARIES\_CARE** Supplier:

Activity: **Supplies** Description: **20-LSTA-Cares-1**

Agency Use: **20-LSTA-Cares**

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provisions:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 31<sup>st</sup> day of July, 2020.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.