NOTICE OF AWARD
REVISED TERMS AND CONDITIONS

2019-20

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NOTICE OF AWARD
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I. ADMINISTRATIVE PROVISIONS

A. Project and Budget Periods

For New Initial Phase WBC projects: The period of performance for this Award will consist of a base period of 12 months and 4 option periods of 12 months each (if exercised) as shown in block 4 of the Notice of Award (NOA). The base period and each option period will constitute a separate budget period.
The budget period for this award is shown in block 5 of the NOA.

For New Renewal Phase WBC projects: The period of performance for this Award will consist of a base period of 12 months and 2 option periods of 12 months each (if exercised) as shown in block 4 of the Notice of Award (NOA). The base period and each option period will constitute a separate budget period. The budget period for this award is shown in block 5 of the NOA.

For Option Year WBC projects: The period of performance for this award continues to run as shown on page 2 of the Amendment of Solicitation/Modification of Contract (SF-30). Each option period (if exercised) will constitute a separate budget period.
The budget period for this option year award is shown on page 2 of the SF-30.

Note: Option periods will be exercised at the sole discretion of SBA. For further guidance regarding the exercise of option periods, see Part III(A)(14) below.

B. Governing Authority/Order of Precedence

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Block 1 and 14 of the NOA cover page (SBA Form 1222) or 14 of the SF-30, including all appendices, and any other relevant, subsequently enacted laws.

2. Funding Opportunity Announcement OWBO-2019-02, OWBO-WKPLN-2019-20-1, and any subsequently issued SBA policy guidance.

3. Those terms and conditions set forth below.

4. Your accepted application for this award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this award will be measured in terms of calendar days.

By signing Block 23 of the SBA Form 1222 or 15B of the SF-30; You acknowledge Your acceptance of all these requirements.

II. ADDITIONAL SPECIAL TERMS AND CONDITIONS

(You must also see page 3 of the SBA Form 1222 or page 2 of the SF-30 for those Special Terms and Conditions specific to only Your award project, if applicable.)

A. Time-Sensitive Actions Required & Special Terms and Conditions

After thorough review of this document, You, the Non-Federal entity must (within 10 calendar days of receipt) mail to the Office of Women's Business Ownership (OWBO), Grants Management Specialist the following items listed below, as applicable:

1. Two signed originals of the SBA Form 1222 (complete blocks 23-24) or SF-30 (complete block 15A-15C). DO NOT RETURN THE TERMS AND CONDITIONS OR BUDGET BREAKOUT.

2. Your Organization's own fiscal year in Month/Day through Month/Day format. Provide this information in written or typed format.

3. Revision of any document submitted with Your application that has changed since initial submission. (Note: This does not include budget, WBC Director, and/or technical scope changes. If changes are required in any of those areas, You must contact OWBO immediately.

4. Audit expenses may not be charged to the grant as a direct cost (Federal nor non-Federal). Audit expenses may only be charged as an indirect cost. If audit expenses were included in your application as a direct cost, Your budget MUST be revised to remove those costs and used for other allowable costs.

If Your organization has never had an approved indirect cost rate, You may utilize the 10% de minimis indirect rate allowed by OMB. See Part III(B)(4) below.

5. Funds may not be disbursed under this award until the SBA Form 1222 or SF-30, with an approved budget, is countersigned by the SBA and the prior year award has been reconciled and closed out.

B. Non-Federal Entity Responsibilities

You, the Non-Federal entity, acknowledge You will:

- Comply with the requirements and authorities set forth in Parts I(B) above and III(A)(21) below.
- Conduct the project funded under this Award in accordance with Your approved Technical Proposal, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with Part III(A)(16) below.
- Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.
- Establish and maintain effective internal control over the federal award that provides reasonable assurance that You are managing the Federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. See 2 C.F.R. § 200.303.
- Maintain sufficient financial stability to merit being entrusted with the federal funds provided under this award.
- Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.

- Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.

- Promote SBA programs, products, and services to clients, as appropriate, including sharing contact information for clients who have indicated in writing they are interested in learning about other SBA programs and types of assistance.

- Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.

- Provide at least 40 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.

- Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.

- Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.

- Maintain adequate staffing levels for the delivery of client services, including replacing WBC Director as well as any other employee(s) deemed necessary to the success of the project no more than 30 days after they cease their involvement with the project.

- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.

- Submit and update information to USASpending.gov and other federal databases, as required.

- Counseling Activity Reports – Collect all counseling activities of the WBC on SBA Form 641, Counseling Information Form (or an equivalent form). Data gathered

by this form must meet the minimum requirement as stipulated by the Office of Entrepreneurial Development's (OED) EDMIS database. SBA Form 641 must be signed by the client and retained by the WBC either electronically or in hard copy.

- Training Activity Reports – Report small business management training activities of the WBC on SBA Form 888, Management Training Report (or a comparable or electronic form). *Note, in order for training clients to be counted as part of unique clients served, SBA Form 641 must be completed for each unique training client.

- Client Evaluation Forms – Evaluations of WBC services or client satisfaction surveys must be collected from clients who received continuous counseling or attend a WBC training event. Hard or electronic copies of these evaluations must be retained by the WBC. You should develop internal procedures to ensure that evaluations are performed, and documentation is on file.

C. SBA Responsibilities

As the awarding agency, SBA will, subject to the availability of funds and continuing authority:

- Provide strategic direction for, and oversight of, project activities.

- Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this program.

- Respond to requests for guidance or information related to the Women's Business Center Program.

- Respond to requests for Agency participation and collaboration in project activities, as appropriate.

- Promote the project by referring interested parties to You for assistance, or by providing You with contact information for such parties, and displaying Your printed materials.

- Facilitate cooperation and coordination between You, other SBA resource partners, and other federal agencies.

- Share any relevant data SBA is authorized to disclose which may aid in Your performance of this project.

- Review and act upon requests for modifications to Your technical proposal, budget, key personnel, project/budget period, and other project parameters.

- Review and act upon Your reports and payment requests.

- Where authorized by law, share SBA resources and/or donated materials.

- Maintain current and updated WBC contact information.

- Monitor the WBC to ensure that federal funds are used effectively and efficiently. This includes but is not limited to:

  a) reviewing counseling and training records and files.
  b) reviewing policies and procedures related to performance under this agreement.
  c) interviewing WBC clients to determine satisfaction with WBC services.

- Verify that the WBC has adequate policies and procedures in place to monitor the receipt and expenditure of program income to ensure its proper use.

- Review performance reports (including narrative and data reports) and financial records for completeness and accuracy.

- Conduct Mid-Year and Year-End Reviews as part of the Programmatic and Financial Review of the WBC.

- Include the WBC in local SBA events for women entrepreneurs, including conferences, workshops, and speaking engagements, etc.

III. GENERAL TERMS AND CONDITIONS

A. Administrative Requirements

This Award is subject to the requirements listed below. For further guidance regarding the administrative requirements applicable to this Award See 2 CFR Part 200, Subpart D - Post Federal Award Requirements.

1. Non-Transferability
   This Award may not be transferred or assigned either in whole or in part. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

2. Subgranting/Subcontracting

   This Award may not be sub-granted, either in whole or in part, to one or more third parties. You also may not act as a pass-through or fiscal agent channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. However, You may not contract out more than 49 percent of this project to other parties (as measured by Project Funds). You also may not contract out the overall administration or day-to-day management of this project to any other party.

   You may follow Your own procurement policies and procedures when contracting with Project Funds, but You must comply with the requirements of 2 C.F.R. §§ 200.317 through 200.326. The Office of Women's Business Ownership (OWBO) retains the authority to disallow any contract, in whole or in part, if deemed unreasonable, unallowable, or un-allocable.

   Additionally, when using Project Funds to procure supplies and/or equipment valued under $5,000, You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

The following additional rules apply to contracts involving $10,000 or less than in Project Funds:

- You do not need to submit copies of proposed contracts to the DOTR for approval by OWBO before executing them.

- The contracts are not required to be awarded via competition if Your organization considers their prices to be reasonable.

The following additional rules apply to contracts involving between $10,001 and up to 49% of your Project Funds:

- You must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports.

- If You do not choose to go with the lowest price quote, you must explain why.

The following additional rules apply to contracts involving more than $250,000 in Project Funds:

The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if You can demonstrate to SBA's satisfaction either: (i) there is only one possible source for a particular good or service or (ii) there is an emergency involving the risk of imminent damage to property or injury to people.

3. Record-Keeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.

- Counseling Activity Reports – Collect all counseling activities of the WBC on SBA Form 641, Counseling Information Form (or an equivalent form). Data gathered by this form must meet the minimum requirement as stipulated by the Office of Entrepreneurial Development's (OED) EDMIS database. SBA Form 641 must be signed by the client and retained by the WBC either electronically or in hard copy.

- Training Activity Reports – Report small business management training activities of the WBC on SBA Form 888, Management Training Report (or a comparable or electronic form). *Note, in order for training clients to be counted as part of unique clients served, a 641 must be completed for each unique training client.

- Client Evaluation Forms – Evaluations of WBC services or client satisfaction surveys must be collected from clients who received continuous counseling or attend a WBC training event. Electronic or hard copies of these evaluations must be retained by the WBC. You should develop internal procedures to ensure that evaluations are performed, and documentation is on file.

- An inventory of equipment (must be purchased or valued at less than $5,000 per piece) purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.314.

- Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, you must have an annual audited financial statement.

  WBCs identified by OWBO as low-risk may have an unaudited annual financial statement. See: Block 13 of Your SBA Form 1222 or 14 of the SF-30, as applicable, to identify the risk level assigned to your project by OWBO.

- Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.

- Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.

- Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SAM.gov assurances and Part III(A)(21) below.

Records may be kept in hard copy, electronic, or facsimile form and must be retained for no less than three years from the date of submission of the final expenditure report.

4. Protection of Client Information

Except where a Client consents in writing, You are not permitted to disclose any Client Information to a third party (or share such information with other units of Your organization not directly involved in the conduct of this project) without SBA approval. For further guidance regarding the prior approval process, see Part III(A)(16) below.

In addition, You cannot disclose a Client's name, address, or telephone number to any party (including SBA), except where:

- the Client consents in writing;

- a court orders such disclosure; or

- SBA determines it is necessary for the purpose of conducting programmatic or financial examinations or Client surveys.

5. Restrictions on Certain Types of Clients

You may not utilize project resources to provide services to any concern that:

- is other than small;

- is based in a foreign country;

- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;

- derives more than one-third of its gross annual revenue from legal gambling activities;

- presents live performances of a prurient sexual nature or derives more than a de minimus amount of revenue from the sale of products or services of a prurient sexual nature;

- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

For guidance regarding the provision of subgrants or counseling services to individuals and firms that are currently suspended or debarred by the Federal government, See Part III(B)(2) below.

6. Reporting Requirements

Unless otherwise instructed by correspondence from OWBO, as applicable, You must submit reports identified in Parts III(A)(7) through (9) below no later than 30 days after the conclusion of the applicable reporting period as outlined below with the exception of the annual Economic Impact Data which is due 30 days after the end of the 4th quarter only.

NOTE: OWBO WILL NOT MAKE PEN CHANGES OR CORRECTIONS TO REPORTS SUBMITTED BY THE NON-FEDERAL ENTITY. ALL CHANGES OR CORRECTIONS WILL REQUIRE RESUBMISSION BY THE NON-FEDERAL ENTITY.

Performance Reports – Due Semiannually

- September 30 – March 31 (due by Apr 30)
- April 1 – September 29 (due by Oct 30)

Financial Reports – Due Semiannually

- September 30 – March 31 (due by Apr 30)
- April 1 – September 29 (due by Oct 30)

OWBO retains the authority to increase the frequency of performance and financial reporting to a quarterly basis based upon performance and compliance risk factors, as deemed appropriate. See: Block 13 of Your SBA-1222 (NOA face page) or Block 14 of Your SF-30, as applicable, to identify the risk level assigned to your WBC project by OWBO.

Your final performance and financial reports must be received by no later than 90 days after the conclusion of the budget year. If You fail to submit timely or adequate reports, Your funding is subject to de-obligation and/or SBA may withhold funding until this deficiency is corrected. The reporting forms and worksheets may be obtained at: http://www.sba.gov/wbc

HHS Payment Management System Report – Due Quarterly to HHS/PMS

- September 30 – December 31 (due by Jan 30)
- January 1 – March 31 (due by Apr 30)
- April 1 – June 30 (due by Jul 30)
- July 1 – September 29 (due by Oct 30)

EDMIS Reports – Due Quarterly

- September 30 – December 31 (due by Jan 30)
- January 1 – March 31 (due by Apr 30)
- April 1 – June 30 (due by Jul 30)
- July 1 – September 29 (due by Oct 30)

Economic Impact Data – Due by October 30

- September 30 – September 29 (due by Oct 30)

7. Performance Reports

In accordance with the schedule listed in Part III(A)(6) above, You must send Your Performance Reports by e-mail wbcreports@sba.gov and copy to Your Program Manager and DOTR. The revised performance report template is located at www.sba.gov/wbc.

8. Entrepreneurial Development Management Information System (EDMIS) Report
   Data of Counseling & Training Activities

   a) You must either manually enter performance data or upload batch files to the EDMIS system, the Office of Entrepreneurial Development's (OED) centralized data collection system (or other system as designated by the SBA) as their primary Management Information System (MIS) if the system meets all of its MIS needs. However, You may also choose to maintain an existing or complementary system if it requires more extensive data collection. For more information regarding EDMIS, see https://www.sba.gov/edmis.

   b) The data collection tools are:

      (i) Counseling Information Form, SBA Form 641, Parts I, II and III; and

      (ii) Management Training Report, SBA Form 888 or their equivalents. You must complete the SBA Form 888 in its entirety and include all program income generated. *Note, in order for training clients to be counted as part of unique clients served, a 641 must be completed for each unique training client.

      The formats in EDMIS are based on the above forms. You must use EDMIS, the above forms, or comparable forms to collect and report data. Copies of these forms must be retained at the WBC and made available for review by the SBA.

9. Financial Reports

   In accordance with the schedule listed in Part III(A)(6) above, You must send Your Federal Financial Reports, using Standard Form 425 (SF-425), by e-mail to wbcreports@sba.gov and copy to Your Grants Management Specialist.

   You must provide detailed information regarding Your actual expenditures broken down by the same cost category line items identified in Your approved budget. SBA recommends use of the A10C-16 Detailed Expenditures Worksheet

submitted in its original Excel format for this purpose, but You may present the detailed cost data using Your own format provided that format addresses all the required categories of information.

You must report the amount of matching contributions and Program Income expended as well as Program Income earned from this award during the reporting period under the "Recipient Share" and "Program Income" blocks on Your SF-425, as applicable.

You must substantiate the sources of all match expended. SBA recommends use of the Match Certification Worksheet for this purpose, but You may present this information using Your own format provided that format addresses all the required categories of information.

You must include a narrative explanation each time Your actual expenditures exceed the amount You budgeted for a given cost category. For further guidance on varying from budgeted cost category amounts, see Part III(B)(4) below.

If You did not expend the required level of match for that reporting period, You must include a narrative explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement. For further guidance regarding matching contributions, see Part III(B)(6) below.

Additionally, You must attach a certification to each annual and final financial report or voucher requesting payment under the award that contains the following statement:

> ''By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or

otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).''

The certification statement must be signed by an official who is authorized to legally bind Your organization.

10. HHS Payment Management System

    a) You must submit the electronic SF-425 (FFR) as instructed by HHS no later than 30 days after each quarter. You should not confuse the electronic FFR with the SF-425 which is due semiannually to OWBO. Do not email a copy of Your electronic FFR report to OWBO.

    b) For technical assistance regarding the HHS Payment Management System, You may contact the Accounts Representative at 301-492-4917. You may also contact the Payment Management System Help Desk at 1-877-614-5533. The hours of operation are weekdays 7:00 a.m. – 9:00 p.m. ET (excluding federal holidays).

11. Economic Impact Data

    a) You must submit the economic impact data to OWBO via the EDMIS Impact Data Entry Screen no later than 30 days after the end of the 4th quarter only.

    b) You must follow up with current clients from only the awarded budget period (the current fiscal year) to gather and report the following economic impact data mandated by Congress:

        (i) the number of individuals receiving assistance.
        (ii) the number of startup business concerns formed.
        (iii) the gross receipts of assisted concerns.
        (iv) the employment increases or decreases of assisted concerns.
        (v) to the maximum extent practicable, increases or decreases in profits of assisted concerns.

12. Additional Data Submission Requirements

In addition to the reports discussed in Parts III(A)(7) through (11) above, You must also submit Your annual A-133 Audit Report (if You are not subject to the requirements of the Single Audit Act, submit Your annual audited financial statement) to Your Program Manager and Grants Management Specialist no later than 120 days after the conclusion of Your organization's fiscal year.

If Your project is identified by OWBO as low-risk (and you are not subject to the A-133 requirements), You may submit an annual unaudited financial statement. See: Block 13 of Your SBA Form 1222 or 14 of Your SF-30 to identify the risk level assigned to your WBC project by OWBO.

13. Project and Program Integrity

You and Your employees must avoid engaging in any actions that may harm the integrity of this project or the Women's Business Center Program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, You must immediately remove them from involvement in this project.

You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

You, Your principals, employees, and agents are obligated to report all instances of fraud, waste, or abuse related to this project to the OWBO Program designated Point of Contact. If, in Your view, that individual does not satisfactorily address Your allegations of fraud, waste or abuse, You should report the matter to SBA's Office of Inspector General via the online complaint submission system at http://web.sba.gov/oigcss/client/dsp_welcome.cfm or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385.

You may not discharge, demote, or otherwise discriminate against any of Your employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one of more of the following: gross mismanagement of Your grant; a gross waste of Federal funds; an abuse of authority relating to Your grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to Your grant. Any of Your employees who believe they have been

subjected to such a reprisal may submit a complaint to SBA's Inspector General Hotline via the internet at www.sba.gov/OIG/Hotline, via telephone at 1-800-767-0385 (telephone), or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. You must inform Your employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of Your workforce.

14. Exercise of Option Periods

In deciding whether to exercise an option period under this Award, SBA will consider, among other things, the continuing Women's Business Center Program authority, the availability of funds, and Your record of past performance. SBA will notify You in writing of the Agency's decision to exercise or decline an option period no later than 60 days prior to the end of the current Budget Period. If SBA exercises an option period, You must submit an updated Standard Form 424 – Application for Federal Financial Assistance (SF-424) covering the Budget Period for that option to OWBO, via the method requested by OWBO. SBA must receive that updated SF-424 no later than the date requested in OWBO's Option Year Work Plan and Budget Request.

If You fail to submit Your updated SF-424 before this deadline ends, SBA may reverse its prior decision and decline to exercise the option period. Disputes regarding SBA's decision to exercise or decline an option period will be handled in accordance with Part III(A)(23) below.

15. Project Closeout

For general guidance regarding project closeout procedures, See 2 C.F.R. § 200.343 – 200.344.

At the end date of the full project period of this Award (i.e., after the base period concludes and all available option periods have been exercised or declined and any carryover or no cost extension period has expired, as applicable), this project will cease and You may not incur any new reimbursable expenses.

You must submit the following within 90 days of the project end date. If You do not submit the following within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You.

a) Final performance report;

b) Final financial report;

c) Final request for payment

d) Certification statement, see Part III(A)9 above; and

d) You must include a list of all supplies purchased with Project Funds. That list must describe the types of supplies and identify purchase prices, the percentage of that purchase price paid with Project Funds, and current, depreciated value.

SBA will provide You instructions on how You should dispose of those supplies. For further guidance regarding the disposition of supplies purchased with Project Funds, See 2 C.F.R. § 200.314.

Where You have unexpended Program Income remaining at the end date of this Award, You must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding Program Income, see Part III(B)(7) below.

Where SBA has designated another organization as Your successor for purposes of the Women's Business Center Program, You must turn over all materials (including top-level domains and web content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to Your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the Project to Your designated successor.

16. Actions Requiring Prior Approval

Before taking any of the following actions, you must obtain advance approval from SBA:

- Changing the scope of the project (including eliminating previously approved activities, adding new unapproved activities, or altering the project service area, or amending the approved project milestones);

- Transferring Project Funds between individual cost categories where the cumulative changes involved exceeds 10 percent of Your total approved budget OR adding a budget category not approved for spending;

- Changing Your Women's Business Center Director;

- Charging fundraising costs for the purpose of meeting the federal program objectives (to include advisory board costs). See 2 C.F.R. § 200.442 (a) and (d);

- Entering into a contract calling for the expenditure of more than $250,000 in Project Funds, or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving more than $250,000 in aggregated Project Funds;

- Purchasing a piece of equipment that has an acquisition cost of $5,000 or more, or disposing of a piece of equipment purchased with Project Funds that has a value of $5,000 or more;

- Making capital expenditures in accordance with 2 C.F.R. § 200.439;

- Establishing or reorganizing a legal entity in accordance with 2 C.F.R. § 200.455;

- Incurring participant support costs in accordance with 2 C.F.R. § 200.456 (to include sending more than two persons to the annual AWBC Leadership Conference);

- Making use of SBA's logo on social media sites and services;

- Incurring selling or marketing costs in accordance with 2 C.F.R. § 200.467; or

- Engaging in foreign travel.

You must submit requests for prior approval via e-mail to wbcapprovals@sba.gov and copy the DOTR and the OWBO program manager (simultaneously) 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 200.407 for further guidance regarding prior approval requirements, as applicable.

17. Acknowledgment of SBA Support/Use of SBA's Logo/Publication Requirements

It is important that Your clients and the general public are aware of the Women's Business Center Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must use SBA's logo and include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

> "Funded in part through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items.

Where You use Project Funds to produce materials featuring editorial content, You must use the following alternate acknowledgment of support statement in conjunction with the SBA logo:

> "Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, You must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, You may use "SBA" in the acknowledgment of support statement instead of "U.S. Small Business Administration."

You must use SBA's logo on materials produced with Project Funds. You may contact Your Program Manager in order to obtain a high-resolution copy of SBA's logo and a copy of SBA's Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to Your organization's logo or may be placed in a prominent location elsewhere in the material. However, SBA's logo may not be placed in close proximity to any third party's logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization's parent entity is not considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgement of support statement in reasonably close proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, See Part III(A)(16) above.

18. Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgement of support clause in a prominent location in accordance with Part III(A)(17) above. In addition, project websites are subject to the project closeout requirements of Part III(A)(15) above.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the Women's Business Center Program, or SBA.

19. Co-Sponsored Activities

Your organization may collaborate with SBA, other Federal agencies, and other current SBA Non-Federal entities for the purpose of co-hosting activities within the scope of this Award without the need for a separate written agreement. SBA's logo must be used in conjunction with such co-hosted activities. However, where a proposed activity includes contributors, co-hosts, or co-sponsors that are not other Federal agencies, current SBA Non-Federal entities or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of SBA's logo, See Part III(A)(17) above.

20. Accessibility of Facilities and Events

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

> Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements].

21. Applicable Law

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements

– this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF-424B (Assurances: Non-Construction Programs) You submitted as part of Your approved application:

- 5 U.S.C. App. 1 (Inspector General Act of 1978);
- 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);
- 15 U.S.C. § 631 et seq. (Small Business Act);
- 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
- 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);
- 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- 49 U.S.C. App. 1517 (Fly America Act);
- 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- 13 C.F.R. Part 146 (Restrictions on Lobbying);
- 15 C.F.R. Parts 730-774 (Export Restrictions)
- 22 C.F.R Parts 120-130 (International Traffic in Arms);
- 31 C.F.R. Parts 500-598 (Foreign Assets Control);
- 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving), and;
- Executive Order 13788 (Buy American and Hire American).

22. Dispute Resolution

If a dispute arises between Your organization and SBA on any matter not involving the suspension, termination, or non-renewal of this Award, You may appeal the matter to SBA's Grant Appeals Committee. To be considered timely, Your appeal petition must be received by the Committee within 30 calendar days of the date of the GMO's decision. Your appeal petition must be mailed to the following:

Chairman, Grant Appeals Committee
U.S. Small Business Administration
Office of Grants Management
5th Floor, 409 3rd Street, SW
Washington, DC 20416

You must also send copies of Your appeal petition to the GMO and Program Manager.

There is no prescribed format for the submission of an appeal petition. Formal briefs and other technical forms of pleading are not required, nor are You required to obtain civil representation. However, Your appeal petition must be in writing and must be concise, factual, and logically arranged. In addition, Your appeal petition must contain the following:

a. Your organization's name and address;

b. Identification of the relevant SBA program office and the Award number;

c. A statement of the facts underlying the dispute and the basis for the appeal (i.e., a specific explanation as to why You believe SBA's decision was incorrect);

d. Copies of any documents or other evidence supporting the appeal;

e. A request for the specific relief desired on appeal; and

f. A statement as to whether an oral hearing is being requested, and if so, the reasons why such a hearing is necessary.

The Committee will first rule on a request for an oral hearing before proceeding to consider the merits of an appeal petition. Within 60 calendar days of receiving Your appeal petition, the Committee will present its decision in writing to You, the GMO, and the Program Manager. The Committee's ruling will represent the final Agency decision on the subject of the dispute and will not be further appealable within SBA.

23. Termination/Suspension/Enforcement

If You materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, See Appendix B, Procedures for the Suspension, Termination, and Non-Renewal of Cooperative Agreements for Women's Business Center Projects. SBA may also institute suspension or debarment proceedings against Your organization as it deems necessary.

B. Financial Requirements

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award See 2 C.F.R. § 200, Subpart E.

1. Charging Costs to this Award

All costs charged to this Award are subject to audit and examination. You are responsible for ensuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by Your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award. In addition, You are not permitted to charge costs associated with any of the following items or activities to this Award:

- Audit expenses (as a direct cost);

- Transactions with suspended or debarred entities, as discussed in Part III(B)(2) below;
- Construction or renovation of facilities or acquisition of real estate;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contributions to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel (however, Project Funds may be used to pay transportation expenses for local travel). Local travel is any travel conducted entirely within a 50-mile radius of Your organization's address of record; and
- Equipment valued at $5,000 or more per piece.

2. Transactions with Suspended or Debarred Entities

You cannot use Project Funds or Project Resources to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, You cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status.

You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this Award. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (https://www.sam.gov). Additionally, in cases involving counseling, You may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, See 2 C.F.R. Parts 180 and 2700.

3. Liability/Indemnification

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely Your responsibility. SBA will not indemnify You or Your employees or officers and, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, See 2 C.F.R. § 200.447, as appropriate.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between Your organization and third parties. SBA will have no involvement in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties which are subsequently determined to have been unallowable or otherwise improper.

4. Adherence to the Approved Budget

You must expend Project Funds in accordance with Your approved budget. However, You do have the discretion to transfer Project Funds between individual approved cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget. Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, You must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA. For further guidance regarding the prior approval process, See Part III(A)(16) above.

In addition, if Your budget includes indirect costs and You have never had an approved indirect rate agreement, You may utilize a de minimis rate of 10% of modified total direct cost (MTDC) (to include federal and non-federal) indefinitely or until You choose to negotiate for a rate, which You may apply to do at any time either through the SBA, or from another cognizant Federal agency. This new rule does not apply to organizations that have an expired ICRA. See 2 C.F.R. § 200.414

5. Funds from Multiple SBA Awards

If Your organization holds any other current financial assistance awards from SBA, you must avoid commingling of funds and overlapping or double-claiming

of costs among those awards. You must treat each project as separate and discrete with individual reporting, accounting, and audit trails.

6. Matching Contributions

For an Initial Phase WBC in the first two years of its project, You are required to provide matching support for this Award from non-federal sources at the rate of 50 percent (i.e., 1 non-federal dollar for each 2 Federal dollars).

For an Initial Phase WBC in years three through five and all Renewal Phase Projects, You are required to provide matching support for this Award from non-federal sources at the rate of 100 percent (i.e., 1 non-federal dollar for each 1 Federal dollar).

You must document that You have obtained and expended the required level of match in support of project activities. For further guidance regarding documentation and recordkeeping requirements, See Part III(A)(3) above.

You may receive contributions of matching support from any non-federal source, such as State, local, or tribal governments, private individuals, corporations, or foundations. In addition, You may provide matching support for this Award by utilizing Your own or Your parent entity's resources, or by devoting Program Income derived from project activities to this Award. Matching contributions may take the form of cash or cash equivalent, or in-kind donations such as free or reduced-price goods, services, or facilities. However, no more than 50 percent of the matching support provided under this Award may consist of in-kind contributions.

For each Federal Financial Report and SF-270 (Request for Advance or Reimbursement) You submit, You must indicate the amount of match (i.e., the "Non-Federal Share") expended. If the amount of match You list on Your Federal Financial Report (except for the first quarter) and SF-270 does not meet the required level of match or if cash on hand exists, the subsequent payment will be reduced, withheld or You will be required to remit to SBA all Federal funds You received but were unable to match (as applicable). You must also attach an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement. For additional guidance regarding the payment process, See Part III(B)(10) below.

If You are chronically or seriously Undermatched, You will not be eligible to receive advance payments for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If You are Undermatched at the end of a Budget Period, You will be required to remit to SBA all Federal funds You received but were unable to match. Furthermore, if You fail to meet Your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action as it deems appropriate. For additional guidance regarding enforcement actions under this Award, See Part III(A)(23) above.

You are required to report all match on Your SF-270 and SF-425. In the event of disallowed costs, overmatch may be used to offset any disallowed payments for the relevant Budget Period. Overmatch may not be carried over to subsequent Budget Periods. It may only be counted for the Budget Period in which it was expended (to include an approved carryover extension).

For further guidance regarding matching contributions, See 2 C.F.R. § 200.306.

7. Disposition of Program Income

Program Income generated under this Award must be: (1) added to the Project Funds and used to further eligible project or program objectives; and/or; (2) applied toward satisfying the match requirement. In addition, on each SF-425 You submit, you must note all Program Income earned and expended during that reporting period. For further guidance regarding Program Income, See 2 C.F.R. § 200.307.

8. Refunds of Award Expenses

If You receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, You must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, You must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA to avoid being undermatched.

9. Financial Stability

   In order to continue being entrusted with public funds, Your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to suspend, terminate, or decline to renew this and any other Awards You receive from the Agency and may also lead to Your debarment by SBA.

   For further guidance regarding enforcement actions SBA may take under this Award, See Part III(A)(23) above. For further guidance regarding debarment, See 2 C.F.R. Parts 180 and 2700.

10. Payment

    For general guidance regarding payments under this Award, See 2 C.F.R. § 200.305. You must avoid accumulating Federal funds in excess of current disbursement needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions See Part III(B)(6) above.

    Payments may not be authorized for drawdown until the SBA has countersigned the Notice of Award with an approved budget.

    - It is expected that You expend Your non-federal cash and in-kind resources at the approximate pace of federal funds expenditures (except for the first three-month period). Cash match expenditures will be reconciled semi-annually to ensure that the WBC has met its required match for all federal funds expended.

    - Payments are provided electronically through the Department of Health and Human Services Payment Management System (PMS).

    - Payments will be made by advance, not to exceed 25% of the federal share of the award, for the first, second and third quarters, and by reimbursement at the end of the fourth quarter. Advances will not be provided for fourth quarter or final payments.

- OWBO retains the authority to change the payment method under this award to that of reimbursement.

- The WBC Director will receive an e-mail notification from SBA authorizing the drawdown of funds for each quarter.

- The contact information for the person authorized to draw down funds for Your WBC project must be kept up-to-date and any changes must be submitted through the HHS Division of Payment Management - Payment Management System using the Access Form located at https://pms.psc.gov/.

Advance payment process:

- First Quarter Advance
  Your first quarter advance will be authorized after SBA has countersigned the Notice of Award with an approved budget and closed out Your prior year award, as applicable.

- Second Quarter Advance
  OWBO will authorize the second quarter advance simultaneously with the first quarter advance; however, the second quarter advance may not be drawn down until January 1.

- Third Quarter Advance
  OWBO will authorize drawdown of the third quarter advance after receipt of Your semi-annual (Sep 30 – Mar 30) financial report and after reconciliation of all expenses is completed.

- Fourth Quarter Reimbursement
  You must submit the SF-270, Request for Reimbursement, along with Your final semi-annual (Apr 1 – Sep 29) financial report and Certification Statement, as instructed in the Reporting Requirements section.

  The fourth quarter reimbursement will not be authorized if prior advance requests have not been satisfactorily reconciled or prior performance reports (including the programmatic and financial reviews) have not been received by OWBO.

You are responsible for submitting all payment requests in a timely manner.

You must provide the Certification Statement with Your annual and final fiscal reports or vouchers requesting payment as detailed in III(A)(9) above.

All drawdowns of these funds must be completed within 90 days after the end of the budget period identified in block 5 of the Notice of Award or page 2 of the SF-30, Amendment of Solicitation/Modification of Contract unless a carryover of unexpended funds has been approved by SBA. For guidance regarding requesting carryover of funds, See Part III(B)(11) below.

If You do not complete your drawdown within this timeframe, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You.

SBA will not process any payment request You submit more than 90 calendar days after the conclusion of the relevant Budget Period. For further guidance regarding project closeout procedures, See Part III(A)(15) above.

For all Federal funds disbursed under this Award, You must retain copies of receipts, invoices, subcontracts, evidence of matching contributions, and similar items providing documentary support in accordance with Part III(A)(3) above. All payments will be made based on Your demonstrated, bona fide disbursement requirements, consistent with the approved budget and project milestones.

You must deposit and maintain advances of Federal funds in interest-bearing, insured accounts. You are encouraged to use banks that are at least 50 percent owned by women or minorities. If You do not fully expend an advance payment within the period for which it was provided, OWBO may: (1) request you to promptly refund any remaining amount to SBA; or (2) reduce or withhold Your subsequent payment.

For further guidance regarding interest earned on advances of Federal funds, See 2 C.F.R. § 200.305 (b)(7) – (9).

11. Request for Carryover of Funds

Only a WBC in the first or second year of an Initial Phase project may request permission to carryover any unexpended funds remaining under its award.

If SBA has notified You in writing that You will receive an option year award at the conclusion of this Award, and You are in Your first or second year of an Initial Phase project, You may request permission to carryover any unexpended funds remaining under this Award to Your option year award. SBA reserves the right to offset the amount of the subsequent year award by the approved carryover amount, as it deems appropriate. Carryover funds may not be commingled with Your option year award funds and the activities and funds must be reported and accounted for separately with their own audit trail. Funds made available under this Award may not be carried over more than once.

You must submit Your carryover of funds request with the final semi-annual financial report and reimbursement request package. A carryover of funds request not received in proper order will delay the fourth quarter reimbursement.

Include the following in your Carryover of funds request:

- Revised SF-424 package (i.e., SF-424, 424A, B10-16, and Certification Cash Match and Program Income and Sources of Match);

- Narrative explaining why the funds were not expended during the period in which they were awarded;

- Milestones and Metrics Template; and

- Evidence of match. The match requirement for carryover funds can be met by using new or previously unexpended, unreported match from the current Budget Period, an increase in funds pledged to the subsequent award by the Non-Federal entity, or any combination of these. Note: In-Kind services performed during the current Budget Period may not be carried over to a subsequent Budget Period even if they were not previously claimed as match.

All carryover requests must be completed within 90 days after the end of the budget period identified in block 5 of the SBA Form 1222 or page 2 of the SF-30, Amendment of Solicitation/Modification of Contract.

If your carryover request is not completed within this timeframe, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You.

SBA will not process any carryover request You submit more than 90 calendar days after the conclusion of the relevant Budget Period.

APPENDIX A: DEFINITIONS

1. Budget period – The period in which expenditure obligations are incurred by the WBC. For the purposes of this cooperative agreement, the budget period will be from September 30 through September 29.

2. Client – The client is the business, if it exists. In the case of a prospective business, the client is the individual.

   In-business – A business that has completed the required registration(s), if applicable, with the local, state, and/or federal governments (e.g., DBA registration, business license, agency-issued tax identifications, etc.).

   AND

   At least one of the following:

   - Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit;
   - Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions;
   - Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, equipment, building, business, etc.); or
   - Has incurred business expenses in the operation of a business.

   Nascent (pre-venture) entrepreneur – An individual who has taken one or more active steps to form a business. This includes individuals seeking assistance from the SBA and/or one of its resource partners.

   Start-up – A business that has been in operation up to 12 months.

3. Closure – A period of time when the WBC plans to cease operations, such as a national holiday, annual local event or other extended period of time.

4. Contribution/donations – Funds received by the WBC with no conditions and that may be used as match or overmatch in the year expended. Federal funds or amounts reported as match may not be used as contributions to others.

5. Contact hours – The amount of time spent directly with a business or individual client that meets the criteria for a Counseling Session.

6. Co-hosted training (collaborative) – See Training.

7. Counseling – Services provided to an individual and/or business that are:

- Substantive in nature and require assistance from a resource partner or district office personnel in the formation, management, financing, and/or operation of a small business enterprise
- Specific to the needs of the business or individual; and
- Require a signed SBA Form 641 or equivalent form that supports the SBA's management information database.

Face-to-face counseling– An in-person exchange between counselor(s) and client representatives.

Long-term counseling – A client that has 5 or more hours or contact and prep time during the selected fiscal year.

Online counseling– is a computer- or internet-based exchange between counselor(s) and client representatives

Telephone counseling- a verbal, telephone-based exchange between counselor(s) and client representatives.

8. On-line Learning– The process of connecting learners with remote and multiple resources. Such learning uses communication technologies to stimulate continuous and lifelong. The technologies used video, audio, computer, satellite, audio-graphic and print technologies.

9. Face-to-face counseling– See Counseling.

10. Performance Targets- Are numerical goals for performance metrics that are provided to the WBC by OWBO.

11. Grants management officer (GMO) – The SBA official with delegated authority to obligate federal funds by signing the notice of award.

12. In-kind contribution - A non-cash match contribution based on the value of goods and services that are provided to the project.

13. Long-term counseling – See Counseling.

14. Nascent (pre-venture) entrepreneur – See Client.

15. Non-Federal entity – An applicant organization for which funding is approved and that enters into a cooperative agreement with the SBA. The recipient organization receives the funds and is responsible for establishing the WBC as an entity within the organization.

16. Online or telephone counseling – See Counseling.

17. Online training – See Training.

18. Other Personnel – Any employee who provides services that support the WBC Program but whose role is not vital to the project.

19. Personnel – Formerly, known as key and non-key personnel. These are all full- and part-time personnel employed by the Non-Federal entity who serve in a position/role that is deemed necessary to the successful operation of the WBC.

20. Preparation time (hours) – the amount of time spent preparing and researching information for a business or individual client.

21. Program director – A full-time (40 hours per week) employee whose time is dedicated 100 percent to managing the day-to-day operations of the WBC. The program director's responsibilities include but are not limited to:

    - Ensuring that WBC program and services are delivered in accordance with the program announcement, notice of award, regulations and statute.

    - Ensuring that the WBC is compliant with the program announcement, notice of award, regulations, statute and OMB circulars.

    - Ensuring that all communications from the Office of Women's Business Ownership are provided to the appropriate parties of the WBC.

22. Program funds– Includes all SBA/WBC federal cash, non-federal cash, in-kind and program income reported on the approved budget, and all matching and overmatch expenditures reported on the SF-425. It does not include other funds under Your umbrella.

23. Program income– Gross income earned by You that is directly generated by an activity supported with project funds or earned as a result of the award. Program income includes, but is not limited to, income from fees for training or other services provided to clients, the use or rental or real or personal property acquired under federal- funded projects, the sale of commodities or items fabricated under an award, and license fees and royalties or patents and

copyrights. Note: program income is not funds donated to the WBC by the host organization (if applicable). This is considered a cash donation.

24. SBA resource partner- Organizations that provide services through SBA funding or through another recognized relationship with the SBA. Resource partners include, but are not limited to, SBDCs, SCORE, veterans business outreach centers (VBOCs), WBCs, U.S. export assistance centers (USEACs), SBA Microloan Program intermediaries and non-lender technical assistance providers, and SBA co-sponsorship and memorandum of understanding partners.

25. Socially and Economically Disadvantaged

Socially Disadvantaged
Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group. Social disadvantage must stem from circumstances beyond their control. In the absence of evidence to the contrary, individuals who are members of the following designated groups are presumed to be socially disadvantaged:

- Disabled
- African Americans
- Hispanic Americans
- Native Americans (American Indians, Eskimos, Aleuts, and Native Hawaiians)
- Asian Pacific Americans (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands [Republic of Palau], Commonwealth of the Northern Mariana Islands, Laos, Cambodia [Kampuchea], Taiwan; Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal).

Economically disadvantaged individuals – For WBC Program purposes

Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities. Persons whose household income is at or below 80 percent of the area median income (AMI).

Economically disadvantaged communities – for WBC Program purposes

Based on the New Markets Tax Credit (NMTC) Program definitions: NMTC program supports activities in eligible low-income communities (LICs), which are defined by statute as population census tracts with a poverty rate of 20 percent or greater or a median family income at or below 80 percent of the applicable area median family income.

26. Start-up business – See Client

27. Success Story – A story about a client who has benefited from assistance provided by the WBC and who has an established business (minimum of three years or more). Stories should be approximately two pages long (double spaced) and should include –

Contact information (name, address, phone, e-mail, fax, website)

- Who, what, where, when
- Why the subject is a success story
- How she was assisted by the WBC
- Anecdotes about the subject, location, obstacles overcome, etc.
- Quotes from the subject, if available

Note: Success stories are used for media, speeches, congressional testimony, etc. The SBA cannot use the story unless it has been though the clearance process, which begins at the district office with the local public information officer.

28. Training – An activity or event presented or cosponsored by a resource partner, district office or other SBA office which delivers a structured program of knowledge, information or experience on an entrepreneurial or business-related subject. Training is designed to facilitate the participant's acquisition of knowledge, skills, and competencies that relates to specific useful skills.

29. Co-hosted training (collaborative) – Training events hosted by multiple organizations where each host organization actively participates and contributes substantially to the training. Each host can report the event as training provided.

30. Online training – Online training is a structured program of knowledge, information or experience on an entrepreneurial or business-related subject and is delivered through a computer or the Internet. e.g. if a resource partner provides a registration and link to an online training it can be counted as an online training, as long as it meets the other criteria listed above. A course evaluation must be made available. It must include one or more participating clients

31. Travel hours –The amount of time spent traveling to/from a location (separate from assigned post-of-duty) to meet with a client(s). If the meeting(s) is with more than one client, the total travel time should only be reported once; the total reported travel time should not exceed the actual travel time

32. Total hours of training – The total number of hours the trainer spends teaching the training session.

33. Underserved market(s) – CRA designated areas (12 C.F.R. 228.12)
Section 228.12 - Definitions

Defines key terms used in the regulation, the section sited here is the definition:

(i) Low-or moderate-income geographies;
(ii) Designated disaster areas; or
(iii) Distressed or underserved non-metropolitan middle-income geographies designated by the Board, Federal Deposit Insurance Corporation, and Office of the Comptroller of the Currency, based on—

(A) Rates of poverty, unemployment, and population loss; or

(B) Population size, density, and dispersion. Activities revitalize and stabilize geographies designated based on population size, density, and dispersion if they help to meet essential community needs, including needs of low- and moderate-income individuals.

Eligibility may be confirmed by going to http://www.ffiec.gov/Geocode.

Then type: Get Census Demographic: Underserved or distressed Tract
response should be: Yes

34. Women's Business Center – An SBA women's business center is an organization funded, in part, by a grant from the SBA to provide entrepreneurial development services to women entrepreneurs.

- The WBC clients reported to the SBA must be those receiving services from the WBC, not from the larger organization.
- The WBC finances must be accounted for separately from the parent organization.
- Budgeted WBC funds must only be used for WBC Program purposes.
- As a WBC Non-Federal entity, the primary client focus must be women. The WBC cannot exclude male clients but must target women.

35. Woman Owned Business – A small business concern that is not less than 51 percent owned by one or more women and the management and daily business operations of which are controlled by one or more women.

36. You – The Non-Federal entity organization for this Award.

APPENDIX B: PROCEDURES FOR SUSPENSION, TERMINATION, AND NON-RENEWAL

§1 Suspension, Termination, and Non-Renewal

After entering into a Cooperative Agreement with a Recipient Organization, the SBA may take, as it deems appropriate, any of the following enforcement actions based upon one or more of the circumstances listed in § 2 below.

a) *Suspension.* The SBA may suspend a Cooperative Agreement with a Recipient Organization at any point. A decision to suspend a Cooperative Agreement with a Recipient Organization is effective immediately as of the date of the Notice of Suspension. The period of suspension will begin on the date of the Notice of Suspension and will last no longer than 6 months. At the end of the period of suspension, or at any point during that period, the SBA will either reinstate the Cooperative Agreement or commence an action for termination or non-renewal.

The Notice of Suspension will recommend that the Recipient Organization cease work on the project immediately. The SBA is under no obligation to reimburse any expenses incurred by a Recipient Organization while its Cooperative Agreement is under suspension. Where the SBA decides to lift a suspension and reinstate a Recipient Organization's Cooperative Agreement, the Agency may, in its discretion, choose to make funds available to reimburse a Recipient Organization for some or all of the expenses it incurred in furtherance of project objectives during the period of suspension. However, there is no guarantee that the Agency will elect to accept such expenses and Recipient Organizations incurring expenses while under suspension do so at their own risk.

b) *Termination.* The SBA may terminate a Cooperative Agreement with a Recipient Organization at any point. A decision to terminate a Cooperative Agreement is effective immediately as of the date of the Notice of Termination. A Recipient Organization may not incur further obligations under the Cooperative Agreement after the date of termination unless it has been expressly authorized to do so in the Notice of Termination.

Funds remaining under the Cooperative Agreement may be made available by the SBA to satisfy financial obligations properly incurred by the Recipient Organization prior to the date of termination. Award funds will not be available for obligations incurred subsequent to the effective date of termination unless expressly authorized under the Notice of Termination. A Recipient Organization that has had its Cooperative Agreement terminated will have 90 days to submit final closeout documents as instructed by the SBA.

c) *Non-Renewal.* The SBA may elect not to renew a Cooperative Agreement with a Recipient Organization at any point. In undertaking a non-renewal action the SBA may either decline to accept or consider any application for renewal the Organization submits, or the Agency may decline to exercise any option years remaining under the Cooperative Agreement. A Recipient

Organization that has had its Cooperative Agreement non-renewed may continue to conduct project activities and incur allowable expenses until the end of the current budget period.

Funds remaining under a non-renewed Cooperative Agreement may be utilized to satisfy financial obligations the Recipient Organization properly incurred prior to the end of the budget period. Award funds will not be available for obligations incurred subsequent to the end of the current budget period. A Recipient Organization that has had its Cooperative Agreement non-renewed will have until the end of the current budget period or 120 days, whichever is longer, to conclude its operations and submit close-out documents as instructed by the SBA.

§2 Grounds for Suspension, Termination, or Non-Renewal Actions

The SBA may suspend, terminate, or not renew a Cooperative Agreement with a Recipient Organization for cause. Cause may include, but is not limited to, the following:

a) Non-performance;

b) Poor performance;

c) Unwillingness or inability to implement changes to improve performance;

d) Willful or material failure to comply with the terms of the cooperative agreement, including relevant OMB circulars;

e) Conduct reflecting a lack of business integrity or honesty on the part of the Recipient Organization, the WBC director, or other key employee(s), which has not been properly addressed;

f) A conflict of interest on the part of the Recipient Organization, the WBC director, or other key employees causing real or perceived detriment to a small business concern, a contractor, the WBC or the SBA;

g) Improper use of federal funds;

h) Failure of a WBC to consent to audits, examinations, or to maintain required documents or records;

i) Failure to implement recommendations from the audits or examinations within 30 days of their receipt;

j) Failure of the WBC director to work at the WBC on a 100% full-time basis on this WBC project;

k) Failure to promptly suspend or terminate the employment of a WBC director, or other key employee upon receipt of knowledge or written information by the Recipient Organization and/or the SBA indicating that such individual has engaged in conduct which may result or has resulted in a criminal conviction or civil judgment which would cause the public to question the WBC's integrity. In making the decision to suspend or terminate such an employee, the Recipient Organization must consider such factors as the magnitude and repetitiveness of the harm caused and the remoteness in time of the behavior underlying any conviction or judgment.

l) Failure to maintain adequate client service facilities or service hours;

m) Any other action that the SBA believes materially and adversely affects the operation or integrity of a WBC or the WBC Program.

§3 Procedures for Suspension, Termination and Non-Renewal Actions

The same procedures will apply regardless of whether a Cooperative Agreement with a Recipient Organization is being suspended, terminated, or non-renewed by the SBA.

a) *Taking action*. When OWBO has reason to believe there is cause to suspend, terminate or non-renew a cooperative agreement with a Recipient Organization (either based on its own knowledge or upon information provided to it by other parties), the AA/OWBO may undertake such an enforcement action by issuing a written Notice of Suspension, Termination, or Non-Renewal to the Recipient Organization. The effects of such Notice are addressed in § 1 above.

b) *Notice requirements.* Each Notice of Suspension, Termination, Non-Renewal will set forth the specific facts and reasons for the AA/OWBO's decision and will include reference to the appropriate legal authority. The Notice will also advise the Recipient Organization that it has the right to request an Administrative Review of the decision to suspend, terminate, or non-renew its cooperative agreement in accordance with the procedures set forth in § 4 below. The Notice will be transmitted to the Recipient Organization on the same date it is issued by both U.S. Mail and facsimile (or as an e-mail attachment).

c) *Relationship to government-wide suspension and debarment*. A decision by the SBA to suspend, terminate, or not renew a WBC Cooperative Agreement does not constitute a nonprocurement suspension or debarment of a Recipient Organization under E. O. 12549 and SBA's implementing regulations (2 C.F.R. Part 2700). However, a decision by the SBA to undertake a suspension, termination, or non-renewal enforcement action with regard to a particular WBC Cooperative Agreement does not preclude or preempt the Agency from also taking action to suspend or debar a Recipient Organization for purposes of all Federal procurement and/or nonprocurement opportunities.

§ 4 Administrative Review of Suspension, Termination and Non-Renewal Actions

Any Recipient Organization that has had its Cooperative Agreement suspended, terminated, or non-renewed has the right to request an Administrative Review of the SBA enforcement action. Administrative Review of WBC enforcement actions will be conducted by the Associate Administrator for the Office of Entrepreneurial Development (AA/OED).

a) *Format*. There is no prescribed format for a request for Administrative Review of an SBA enforcement action. While a Recipient Organization has the right to retain legal counsel to represent its interests in connection with an Administrative Review, it is under no obligation to do so. Formal briefs and other technical forms of pleading are not required. However, a request for Administrative Review of an SBA enforcement action must be in writing, should be concise and logically arranged, and must at a minimum include the following information:

- Name and address of the Recipient Organization;
- Identification of the relevant SBA office/program (i.e., Office of Women's Business Ownership/Women's Business Center Program);
- Cooperative Agreement number;
- Copy of the Notice of Suspension, Termination, or Non-Renewal;
- Statement regarding why the Recipient Organization believes the SBA's actions were arbitrary, capricious, an abuse of discretion, and/or otherwise not in accordance with the law;
- Identification of the specific relief being sought (e.g., lifting of the suspension);
- Statement as to whether the Recipient Organization is requesting a hearing and, if so, the reasons why it believes a hearing is necessary;
- Copies of any documents or other evidence the Recipient Organization believes support its position.

b) *Service*. Any Recipient Organization requesting Administrative Review of an SBA enforcement action must submit copies of its request (including any attachments) to all of the following parties:

Associate Administrator for the Office of Entrepreneurial Development
U.S. Small Business Administration
409 Third St. SW, 6th Floor

Washington, DC 20416
Facsimile number 202-205-6844

Assistant Administrator for the Office of Women's Business Ownership
U.S. Small Business Administration
409 Third St. SW, 6th Floor
Washington, DC 20416
Facsimile number 202-205-6663

Associate General Counsel for Procurement Law
U.S. Small Business Administration
409 Third St. SW, 5th Floor
Washington, DC 20416
Facsimile number 202-205-6873

c) *Timeliness*. In order to be considered timely, the AA/OED must receive a Recipient Organization's request for Administrative Review within 30 days of the date of the Notice of Suspension, Termination, or Non-Renewal. Any request for Administrative Review received by the AA/OED more than 30 days after the date of the Notice of Suspension, Termination, or Non-Renewal will be considered untimely and will automatically be rejected without being considered.

In addition, if the AA/OED does not receive a request for Administrative Review within the 30-day deadline, then the decision by the AA/OWBO to suspend, terminate, or non-renew a Recipient Organization's Cooperative Agreement will automatically become the final Agency decision on the matter.

d) *Standard of review*. In order to have the suspension, termination, or non-renewal of a Cooperative Agreement reversed on Administrative Review, a Recipient Organization must successfully demonstrate that the SBA enforcement action was arbitrary, capricious, an abuse of discretion, and/or otherwise not in accordance with the law.

e) *Conduct of the proceeding*. Each party must serve the opposing party with copies of all requests, arguments, evidence, and any other filings it submits pursuant to the Administrative Review. Within 30 days of the AA/OED receiving a request for Administrative Review, the AA/OED must also receive the SBA's arguments and evidence in defense of its decision to suspend, terminate, or non-renew a Recipient Organization's Cooperative Agreement. If the SBA fails to provide its arguments and evidence in a timely manner, the Administrative Review will be conducted solely on the basis of the information provided by the Recipient Organization.

After receiving the SBA's response to the request for Administrative Review or the passage of the 30-day deadline for filing such a response, the AA/OED will take one or more of the following actions, as applicable: (i) notify the parties whether she/he has decided to grant a request for a hearing; (ii) direct the parties to submit further arguments and/or evidence on any issues which

she/he believes require clarification; (iii) notify the parties that she/he has declared the record to be closed and therefore she/he will refuse to admit any further evidence or argument.

The AA/OED will only grant a request for a hearing if she/he concludes that there is a genuine dispute as to a material fact that cannot be resolved except by the taking of testimony and the confrontation of witnesses. If the AA/OED grants a request for a hearing, she/he will set the time and place for the hearing, determine whether the hearing will be conducted in person or via telephone, and identify which witnesses will be permitted to give testimony.

Within 10 calendar days of declaring the record to be closed, the AA/OED will provide all parties with a copy of her/his written decision on the merits of the Administrative Review.

f) *Evidence*. The Recipient Organization and the SBA each have the right to submit whatever evidence they believe is relevant to the matter in dispute. No form of discovery will be permitted unless a party has made a substantial showing, based upon credible evidence and not mere allegation, that the other party has acted in bad faith or engaged in improper behavior.

g) *Decision*. The decision of the AA/OED will be effective immediately as of the date it is issued. The decision of the AA/OED will represent the final Agency decision on all matters in dispute on Administrative Review. No further relief may be sought from or granted by the Agency. If the AA/OED determines that the SBA's decision to suspend, terminate, or non-renew a Cooperative Agreement was arbitrary, capricious, an abuse of discretion, and/or otherwise not in accordance with the law, she/he will reverse the Agency's enforcement action and direct the SBA to reinstate the Recipient Organization's Cooperative Agreement.

Where an enforcement action has been reversed on Administrative Review, the SBA will have no more than 10 calendar days to implement the AA/OED's decision. However, to the extent permitted under the applicable OMB circulars, the SBA reserves the right to impose such special conditions in the Recipient Organization's Cooperative Agreement as it deems necessary to protect the Government's interests.