



WESTERN IOWA TECH COMMUNITY COLLEGE

# BOARD MEETING MINUTES

**Date:** March 11, 2024

**Time:** 4:00 pm

**Location:** WITCC Sioux City Campus

## WITCC Mission

We elevate **our** diverse learners and strengthen our communities through inclusive and innovative education.

## Board Members

Russell Wray, President | Tricia Sutherland, Vice President | Micah Lang (via Zoom) | Brad Griffin | Linnea Fletcher | Mary Parker | Jeremy Ogle | Erin Muck (via Zoom)

Brenda Wright, Board Secretary

Absent: Blanca Martinez

### Administration:

Terry Murrell, College President | Troy Jasman, VP of Finance and Administrative Services | Darin Moeller, Executive Dean of Instruction | Jackie Plendl, Dean of Human Resources | Tawnya Beermann, Dean of Students | Christina Brandon, Dean of Outreach and Information Technology | Revathi Vongsiprasom, Dean of Opportunity and Engagement | Erin Volk, Dean of Quality

### Presenters:

Jennifer McCune, Instructor | Jatzumy Castillo-Gonzalez, Comet CLASS | Lilly Hall, Comet CLASS | Natnael Solomon, Comet CLASS | Kira Anderson, Comet CLASS | Jordyn Schubert, Comet CLASS | Liz Perez, Comet CLASS | Bradley Griffin, Comet CLASS | Holly Olson, College Now Coordinator | Merlyn Kathol, Director of Financial Aid | Dr. Darla Struck, Grants Coordinator |

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Meeting was called to order at 4:00 pm by Russell Wray.

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Roll Call of Directors was taken by Brenda Wright

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Russell Wray opened the Public Hearing for the 2024 WITCC Denison Regional Academy. No comments or concerns given so the Public Hearing was then closed.

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No Oral Communications were brought to the board.

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Russell Wray reviewed the Written Communications with the board.

Russell Wray asked the board to review the Consent Items. No concerns from the board. Jeremy Ogle made a motion to approved and it was seconded by Linnea Fletcher. All were in favor. Motion carried.

Revathi introduced Jennifer McCune to the board. Jennifer thanks the board for allowing her to work with these students. The students then introduced themselves and shared their experiences regarding the Annual Community Colleges for Iowa Student Legislative Summit.

Erin Volk reported on the Student Outcomes Comparison (IPED) Report. This report shows our year-to-year outcome as well as it compares us to 25 of our peers throughout the country.

Erin presented the Federal Grants Program Report. Erin introduced Darla Struck to the group as the new Grants Coordinator. All of our COVID grants and funding has dwindled down. Darla spoke about a grant that we received to expand the truck driving program on the Cherokee campus. This is to help with the testing for the CDL program. We expect to be able to assist 225 students per year.

Darin Moeller introduced Holly Olson as the new College Now Coordinator. He commended her for her quickness in learning the College Now program. Erin stated that she College Now will be transitioning to her department this summer and looks forward to learning more about the College Now Program. Darin also presented the board with the new College Now contract for the high schools. The price did increase a little. It's been several years since the last increase. Tricia Sutherland made a motion to approve the contract and it was seconded by Brad Griffin.

Darin also presented the 260E Preliminary Agreement for Seaboard Triumph Foods, LLC. This agreement brings 100 additional employees in Sioux City. Jeremy Ogle made a motion to approve and it was seconded by Linnea Fletcher. All were in favor and motion carried.

Darin brought forward the Credit Instructional Programs Report. Darin explained the curriculum changes for the next catalog year. Brad Griffin made a motion to approve and it was seconded by Tricia Sutherland. All in favor. Motion carried.

Troy Jasman and Darin Moeller presented the proposed FY25 Tuition, Fees, and Other Charges. Tuition will increase for in-state and out-of-state by \$6. Online will follow ICCOC's decision made in May. Jeremy Ogle made a motion to approve and it was seconded by Linnea Fletcher. All in favor and motion carried.

Troy Jasman presented the Proposed Published Budget for FY24. This request is to receive permission from the Board to publish the Notice for Public Hearing for next month. Linnea Fletcher made a motion to approve and it was seconded by Jeremy Ogle. All were in favor and the motion carried.

Troy also presented the WITCC Center for Inclusive Excellence Project Closeout. The project is now considered complete. Tricia Sutherland made a motion to approve and it was seconded by Jeremy Ogle.

Troy and Merlyn Kathol presented the Cohort Default Rate Summary and Action Plan Update. Merlyn talked about the cohort default draft rate. Our draft is at 0% again.

Erin Volk presented some Board Policy Updates for a first reading. Erin explained that we would be bringing several over the next few months. We will be putting the policies on a 5-year review rotation plan. We will bring these back next month for a second reading and a request to approve.

Jeremy reported that the Audit and Finance Committee reviewed the published budget process.

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Tricia reported on the Community Colleges for Iowa. Tricia attended the Day on the Hill. She encouraged everyone to attend the CCFI Trustee conference July 10-11. CCFI will start meeting quarterly instead of 8 times a year.

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Terry Murrell gave his President Report.

1. BelongEd – conference this afternoon – Open House after our board meeting.
2. Legislative update

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Jeremy Ogle made a motion to go into Executive Session to discuss FY24 and FY25 Wage and Benefit Proposal for Meet and Confer and Executive Council. Tricia Sutherland seconded. Brenda Wright did a roll call of board members.

Russell Wray, President | Tricia Sutherland, Vice President | Micah Lang | Brad Griffin | Linnea Fletcher | Mary Parker | Jeremy Ogle | Erin Muck

Absent: Blanca Martinez.

After a discussion, Brad Griffin made a motion to come out of Executive Session. Jeremy seconded the motion. Brenda Wright did roll call

Russell Wray, President | Tricia Sutherland, Vice President | Micah Lang | Brad Griffin | Linnea Fletcher | Mary Parker | Jeremy Ogle | Erin Muck

Absent: Blanca Martinez.

In open session – Jeremy Ogle made a motion to approve the Wage and Benefit Proposal for Meet and Confer and for Executive Council at stated. Linnea Fletcher seconded the motion. All in favor. Mary Parker abstained.

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Russell Wray asked the board for any Unfinished Business or comments regarding the events listed on the agenda. Tricia Sutherland wanted to recognize all of the work that Dr. Rants had done for WITCC while she was here. Dr. Rants passed away over the weekend. She was a major part of WITCC for many years.

Linnea Fletcher made a motion to adjourn and it was seconded by Jeremy Ogle. All in favor. Motion carried.

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Russell Wray, Board President

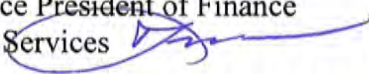
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Brenda Wright, Board Secretary



**DATE:** March 13, 2024

**TO:** Dr. Terry A. Murrell, President

**FROM:** Troy A. Jasman, Vice President of Finance  
and Administrative Services 

**RE:** **RESOLUTION AUTHORIZING REDEMPTION OF OUTSTANDING  
CERTIFICATES AND DIRECTING NOTICE BE GIVEN – INDUSTRIAL  
NEW JOB TRAINING CERTIFICATES, SERIES 2016-1**

Attached to this memo is the Resolution Authorizing Redemption of Outstanding Certificates and Directing Notice Be Given for the Industrial New Jobs Training Certificates dated June 6, 2016, Serie 2016-1. The Series 2016-1 Certificates maturing after June 1, 2022, may be called prior to maturity by giving thirty days notice of redemption to the registered owners of the Series 2016-1 Certificates. The College has collected sufficient withholdings to call this bond and to save \$7,012.50 on interest. This resolution was prepared by the Ahlers Law Firm.

#### **Administrative Recommendation**

It is the administrative recommendation that the Board of Directors approve the Resolution Authorizing Redemption of Outstanding Certificates and Directing Notice Be Given for the Industrial New Jobs Training Certificates dated June 6, 2016, Series 2016-1 to call the outstanding bonds on this series June 1, 2024.

(This Notice to be posted)

**ITEMS TO BE INCLUDED ON AGENDA**  
**WESTERN IOWA TECH COMMUNITY COLLEGE**

\$170,000 Industrial New Jobs Training Certificates, Series 2016-1

- Resolution Approving Redemption of Outstanding Certificates and Directing Notice be given

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE COLLEGE.

April 8, 2024

The Board of Directors of Western Iowa Tech Community College, State of Iowa, met in \_\_\_\_\_ session in the \_\_\_\_\_, \_\_\_\_\_, Iowa, at \_\_\_\_\_ .M., on the above date. There were present President Russell Wray, in the chair, and the following named Board Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION AUTHORIZING REDEMPTION OF OUTSTANDING CERTIFICATES AND DIRECTING NOTICE BE GIVEN", and moved that the Resolution be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the President declared the Resolution duly adopted as follows:

RESOLUTION AUTHORIZING REDEMPTION OF  
OUTSTANDING CERTIFICATES AND DIRECTING NOTICE  
BE GIVEN

WHEREAS, Industrial New Jobs Training Certificates dated June 6, 2016 Series 2016-1 (the "Series 2016-1 Certificates") have been sold for the purpose of providing funds to pay the cost of new jobs training programs as authorized by Chapter 260E, Code of Iowa, as amended (the "Act"); and

WHEREAS, pursuant to that certain Resolution authorizing issuance duly adopted and approved by the Community College on May 9, 2016, the Series 2016-1 Certificates maturing after June 1, 2022, may be called prior to maturity by giving thirty days notice of redemption to the registered owners of the Series 2016-1 Certificates.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WESTERN IOWA TECH COMMUNITY COLLEGE:

Section 1. That the Secretary is hereby directed to give notice of call in the form attached to this resolution as Exhibit A to the holders of Certificates to be redeemed at the respective addresses shown on the books of the Registrar.

PASSED AND APPROVED this 8th day of April, 2024.

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President of the Board of Directors

ATTEST:

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Secretary of the Board of Directors



**EXHIBIT A**

**NOTICE OF REDEMPTION OF INDUSTRIAL NEW JOBS TRAINING CERTIFICATES, SERIES 2016-1 (2016-1 MULTIPLE PROJECT) OF WESTERN IOWA TECH COMMUNITY COLLEGE, DATED June 6, 2016**

TO THE HOLDERS OF THE FOLLOWING DESCRIBED INDUSTRIAL NEW JOBS TRAINING CERTIFICATES, SERIES 2016-1, OF WESTERN IOWA TECH COMMUNITY COLLEGE:

You are hereby notified that Western Iowa Tech Community College has set June 1, 2024, as the date for the redemption of all outstanding Industrial New Jobs Training Certificates, Series 2016-1 (2016-1 Multiple Project) of said College, dated June 6, 2016, as provided in the resolution authorizing the issuance of said Certificates dated May 9, 2016. The Certificates subject to call are the following:

| <u>Interest Rate</u> | <u>Principal Amount**</u> | <u>Maturity June 1st</u> | <u>Cusip Number*</u> |
|----------------------|---------------------------|--------------------------|----------------------|
| 2.750%               | \$170,000                 | 2026                     | 958480 WF8           |

*\*No representation is made as to the accuracy of the CUSIP number printed herein or on the Certificates.*

*\*\*Full Call*

Said Certificates should be presented to Western Iowa Tech Community College, Sioux City, Iowa, on or before June 1, 2024. All interest will be discontinued from and after such redemption date.

WESTERN IOWA TECH COMMUNITY COLLEGE

By: \_\_\_\_\_

(End of Notice)



Date: March 27, 2024

To: Dr. Terry Murrell, President

From: Sandy Velasquez, Director of the Denison Campus & Southern Service Area

Dr. Erin Volk, Dean of Quality

Re: Southern Service Area Update

The following data captures the educational initiatives and community engagement at the Mapleton Center and Denison Campus. From enrollment statistics to impactful partnerships and program performance reports, these insights provide an overview of the educational endeavors and outreach efforts undertaken to enhance our communities. Additionally, it's worth noting that new transitions and staff have been welcomed. Furthering the educational environment and fostering a sense of persistence and innovation.

- **Mapleton Center**
  - College Now course offered on campus for the spring semester
    - Nurse Aide Theory & Clinical with six students enrolled
    - Exploring College Now agricultural pathways with area high school
- **Denison Campus Data and Department Reports**
  - Enrollment Numbers for the Denison Campus
    - 213 College Level Students
    - 305 College Now Students
  - *Denison Campus Events*
    - Verizon Camp hosts 75 sixth, seventh, and eighth graders to explore various STEM programs.
    - Camino Al Colegio (Road to College) program offered in Spanish to build parents understanding of college terminology and how they can support their students.
    - Graduation Celebration April 24, this is a previously held event, but new to Denison that honors the achievements of our unique student body, recognizing those who have broken barriers while blazing the trail of academia.
    - Semester Orientations prepares new students with resources and tips to start their educational careers.

- Student Activities held throughout the year First Generation Week, Día de Los Muertos, Black History Month, and Women History Month. Additionally, students participated in Halloween in the Halls, student appreciation events, and stress reducing activities. On average, events are hosted three to four times a month.
- *Community Engagement & Partnerships*
  - Career academy in partnership with local high schools, aiming for an opening in Fall 2025. We are currently in the final stages of planning with architects, and the facility will include three classrooms and CTE labs for agriculture and autobody programs.
  - Crawford County Extension Office 4-H Career Pathways Academy campus tour and presentation.
  - Broadway Elementary Career Exploration at WITCC, 150 students will be visiting the campus on April 10.
  - School Connection Event with area Counselors and Principals
  - FAFSA Night in collaboration with Denison Community Schools
  - Job Corps is collaborating to enhance their enrollment efforts; their current enrollment with WITCC is seven LPN students.
  - Corporate training with WESCO and Monogram Foods in areas of Spanish and High-Performance Management.
  - Denison Elementary Business partners
  - Community volunteering includes Rotary, Norelius Community Library Board, Chamber of Commerce, LULAC Immigrant Heritage Festival, and various event sponsorship.
- *TRIO Student Support Services*
  - Total Students: 137 between Denison and Cherokee
  - Annual Performance Report results
  - Persistence Rate: 87% (Needed 70%)
  - Good Academic Standing: 82% (Needed 75%)
  - Graduated: 45% (Needed 45%)
- *HSED and ELL Program*
  - These numbers reflect students who have invested at least 12 hours in the program. We have had additional enrollments, but they did not continue to be counted for the period of participation. ELL program has seen an increase with enrollment due to company sponsorship. Companies such as Pella and Monogram purchase textbooks for their employees.
    - 23/24                      ELL 92                      HSED 32
    - 23/22                      ELL 80                      HSED 51

**CERTIFICATE FOR PAYMENT**

Contractor: Steve Harris Construction, Inc.  
 PO Box 343  
 Homer, NE 68030-0343

Payment No.: 6

DGR Engineering

Project: WITCC Soccer Field Improvements Project

DGR Project No.: 273067

Owner: Western Iowa Tech Community College

Contract Date: October 16, 2023

For Period From: February 24, 2024 through March 22, 2024

| Item No. | Estimated Units | Description   | Unit Price   | Contract Cost | Completed Units | Value of Work |
|----------|-----------------|---|--------------|---------------|-----------------|---------------|
| 1        | 2.8 AC          | Clearing & Grubbing   | \$ 20,000.00 | \$ 56,000.00  | 2.8             | \$ 56,000.00  |
| 2        | 48600 C.Y.      | Excavation, Class 10  | \$ 3.50      | \$ 170,100.00 | 48700           | \$ 170,450.00 |
| 3        | 750 C.Y.        | Excavation, Class 10, Unsuitable or Unstable Materials                  | \$ 17.50     | \$ 13,125.00  | 28              | \$ 490.00     |
| 4        | 1125 S.Y.       | Subgrade Treatment, Non-Woven Geotextile                                | \$ 5.00      | \$ 5,625.00   | 42              | \$ 210.00     |
| 5        | 1125 S.Y.       | Subgrade Treatment, Polymer Grid  | \$ 5.00      | \$ 5,625.00   | 42              | \$ 210.00     |
| 6        | 750 C.Y.        | Furnish and Install 2"-5" Crushed Rock                                  | \$ 92.28     | \$ 69,210.00  | 50              | \$ 4,614.00   |
| 7        | 25 L.F.         | Storm Sewer, Trenched, HDPE, 18"  | \$ 101.65    | \$ 2,541.25   | 20              | \$ 2,033.00   |
| 8        | 58 L.F.         | Storm Sewer, Trenched, SS, 30"  | \$ 141.61    | \$ 8,213.38   | 42              | \$ 5,947.62   |
| 9        | 138 L.F.        | Storm Sewer, Trenched, SS, 36"  | \$ 180.58    | \$ 24,920.04  | 138             | \$ 24,920.04  |
| 10       | 140 L.F.        | Storm Sewer, Trenched, CMP, 36"   | \$ 184.10    | \$ 25,774.00  | 144.5           | \$ 26,602.45  |
| 11       | 26 L.F.         | Storm Sewer, Trenched, CMP, 42"   | \$ 340.55    | \$ 8,854.30   | 25.5            | \$ 8,684.03   |
| 12       | 489 L.F.        | Removal of Storm Sewer, ≤36"  | \$ 30.00     | \$ 14,670.00  | 462             | \$ 13,860.00  |
| 13       | 1 L.S.          | Remove or Abandon/Fill Existing 36" Storm Sewer                         | \$ 1,600.00  | \$ 1,600.00   | 1               | \$ 1,600.00   |
| 14       | 1 Ea.           | Connect to Existing Storm Sewer, 18"                                    | \$ 1,707.93  | \$ 1,707.93   | 1               | \$ 1,707.93   |
| 15       | 1 L.S.          | Maintain Temporary Storm Water Drainage                                 | \$ 10,000.00 | \$ 10,000.00  | 1               | \$ 10,000.00  |
| 16       | 1 Ea.           | Pipe Apron, RCP, 42" w/ Footing & Guard                                 | \$ 10,357.09 | \$ 10,357.09  | 1               | \$ 10,357.09  |
| 17       | 323 L.F.        | Subdrain, 6"  | \$ 17.79     | \$ 5,746.17   |                 | \$ -          |
| 18       | 627 L.F.        | Subdrain, 8"  | \$ 21.18     | \$ 13,279.86  |                 | \$ -          |
| 19       | 2 Ea.           | Subdrain Outlet   | \$ 374.98    | \$ 749.96     |                 | \$ -          |
| 20       | 1 Ea.           | Manhole, SW-404, 6'x6' w/ Grated Casting                                | \$ 23,245.07 | \$ 23,245.07  | 0.9             | \$ 20,920.56  |
| 21       | 1 Ea.           | Intake, SW-502, 60"   | \$ 11,868.63 | \$ 11,868.63  | 0.9             | \$ 10,681.77  |
| 22       | 2 Ea.           | Manhole Adjustment, Minor   | \$ 1,580.30  | \$ 3,160.60   |                 | \$ -          |
| 23       | 3 Ea.           | Remove Intake   | \$ 1,000.00  | \$ 3,000.00   | 3               | \$ 3,000.00   |
| 24       | 1 Ea.           | Storm Manhole, SW-401, 60", Base, Ring and Cover and External Seal      | \$ 4,847.68  | \$ 4,847.68   | 0.75            | \$ 3,635.76   |
| 25       | 15.6 V.F.       | Storm Manhole, SW-401, 60"  | \$ 771.99    | \$ 12,043.04  | 12              | \$ 9,263.88   |
| 26       | 3 Ea.           | Intake, 15" Nyloplast w/ 15"x15" Standard Grate                         | \$ 2,431.39  | \$ 7,294.17   |                 | \$ -          |
| 27       | 1 Ea.           | Intake, 18" Nyloplast w/ 18" Standard Grate                             | \$ 4,409.01  | \$ 4,409.01   |                 | \$ -          |
| 28       | 138 S.F.        | Removal of Sidewalk   | \$ 5.00      | \$ 690.00     |                 | \$ -          |
| 29       | 3209 S.Y.       | Pavement Removal  | \$ 15.00     | \$ 48,135.00  | 3209            | \$ 48,135.00  |
| 30       | 1 L.S.          | Temporary Traffic Control   | \$ 7,640.00  | \$ 7,640.00   | 0.5             | \$ 3,820.00   |
| 31       | 3.36 AC         | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2 Slope Mix | \$ 6,600.00  | \$ 22,176.00  |                 | \$ -          |
| 32       | 1 L.S.          | SWPPP Management  | \$ 1,500.00  | \$ 1,500.00   | 0.85            | \$ 1,275.00   |
| 33       | 564 L.F.        | Wattle, 9", Furnish, Install, Maintain and Remove                       | \$ 6.00      | \$ 3,384.00   | 20              | \$ 120.00     |

| Item No.                | Estimated Units | Description  | Unit Price   | Contract Cost | Completed Units | Value of Work |
|-------------------------|-----------------|--|--------------|---------------|-----------------|---------------|
| 34                      | 120 TN          | Rip Rap, Class D w/ Fabric                               | \$ 83.32     | \$ 9,998.40   | 121.24          | \$ 10,101.72  |
| 35                      | 4180 L.F.       | Silt Fence, Furnish, Install, Maintain and Remove        | \$ 4.62      | \$ 19,311.60  | 4662            | \$ 21,538.44  |
| 36                      | 1 L.S.          | Erosion Control  | \$ 5,800.00  | \$ 5,800.00   | 0.8             | \$ 4,640.00   |
| 37                      | 300 L.F.        | Remove and Salvage Existing Fence to Owner               | \$ 15.00     | \$ 4,500.00   | 300             | \$ 4,500.00   |
| 38                      | 1 L.S.          | Mobilization   | \$ 17,800.00 | \$ 17,800.00  | 1               | \$ 17,800.00  |
| 39                      | 1 L.S.          | Removal of Existing Light Poles, Bases, Wire and Conduit | \$ 12,000.00 | \$ 12,000.00  | 1               | \$ 12,000.00  |
| 40                      | 1 L.S.          | Construct Shed Foundation and Floor Slab                 | \$ 27,000.00 | \$ 27,000.00  | 0.1             | \$ 2,700.00   |
| Total Original Contract |                 |  |              | \$ 697,902.18 |                 | \$ 511,818.28 |

Payment No.: 6

Value of Work Completed \$ 511,818.28

| STORED MATERIALS |             |           |                        |
|------------------|-------------|-----------|------------------------|
| Item No.         | Description | No. Units | Unit Cost (Matl. Only) |
|                  |             |           |                        |

Total Stored Materials \$ -

Value of Work Completed and Stored Materials \$ 511,818.28

Less Retainage 5% \$ 25,590.91

Amount Due This Certificate for Payment \$ 486,227.37

Less Previous Estimates \$ 331,837.78

**AMOUNT DUE THIS ESTIMATE** \$ 154,389.59

Payment Requestd by: Steve Harris Construction, Inc.  
(Contractor)

Nickolas J. Stoos AIA 3/27/2024, 2024  
(signature) (Date)

Payment Recommended by: DGR Engineering

Bryan Wells 3/27, 2024  
(signature) (Date)

Payment Approved by: Western Iowa Tech Community College  
(Owner)

[Signature] 3/27, 2024  
(signature) (Date)

\_\_\_\_\_, 2024  
(signature) (Date)

**CONTRACTOR'S DECLARATION**  
**For submittal each month with partial payment requests**  
**Must list change order items**  
**Items list and/or proposed prices required**

I hereby declare that I have not, during the period February 24, 2024 through March 22, 2024, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from Western Iowa Tech Community College, the Owner, or his agents, in addition to the regular items set forth in the contract dated October 16, 2023 for WITCC Soccer Field Improvements Project executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Date: 3/27/2024

Steve Harris Construction, Inc.  
(Contractor)

By: Nickolas J Stoos AAA

Title: Project Manager



**TO:** Dr. Terry Murrell, President

**FROM:** Darin Moeller, Executive Dean of Instruction  
Carmen Wilson, Associate Dean - Corporate Training and Consulting  
Todd Rausch, Director of SBDC

**DATE:** March 14, 2024

**RE:** WIT Small Business Development Center Subcontract 028375M Agreement with Iowa State University of Science and Technology

### Background Information

The U. S. Small Business Administration (SBA) through the Office of Small Business Development Centers (SBDC) provides management assistance to current and prospective small business owners. SBDCs offer one-stop assistance to individuals and small businesses by providing a wide variety of information and guidance in central and easily accessible branch locations.

Iowa State University (ISU) has the prime agreement with the SBA to oversee the management and operations of the Iowa Small Business Development Center program. ISU subcontracts with other educational institutions for the placement and operation of the fifteen SBDCs in Iowa.

An Iowa Small Business Development Center (SBDC) is located on the Sioux City campus of Western Iowa Tech Community College under the name WIT Small Business Development Center (WIT SBDC).

A contract is renewed on an annual basis for operation of a center. The FY-2024 contract will fund the full-time position of the WIT SBDC Executive Director and the center's direct operating costs.

ISU Subcontract No. 028375M is written for \$ 40,050 to be used to fund operational costs of the center. This is the first payment of which an amendment will be received in upcoming months for the remaining payment.

### Recommendation

It is the administrative recommendation that the Board approve the FY-2024 Subcontract 028375M with Iowa State University for the first payment of the WIT Small Business Development Center.



- C. Key Personnel. Subcontractor's PI is considered essential to the work to be performed under this Subcontract. Substitution or substantial reduction in commitment of Subcontractor's PI requires the prior written approval of PTE. If Subcontractor desires to replace Subcontractor's PI, Subcontractor shall notify PTE in writing within thirty (30) days of the date of such replacement and propose a substitute PI.
- D. Reports. Subcontractor shall provide such reports and deliverables (as applicable) as required by the Scope of Work and the Prime Award. See Attachment 4.

### 3. FINANCIAL

- A. Cost. PTE agrees to reimburse Subcontractor in an amount not to exceed the Total Amount of Federal Funds Obligated to Date for the Project as provided on page 1 of the Subcontract. This is the maximum Subcontractor is authorized to expend or have committed for this Project. PTE shall not be obligated to pay Subcontractor for any costs incurred in excess of this obligated amount. In addition, Subcontractor shall be responsible for documentation of non-federal cost-sharing/matching in the amount specified as Cost-Share Required This Action as provided on page 1 of the Subcontract and shall comply with applicable cost principles governing Subcontractor. Compensation for services provided to the Subcontractor by the SBDC Regional Director or other paid consultants working at the SBDC Regional Director's direction, such as for teaching services, may not be used by Subcontractor to satisfy cost-sharing/matching requirement.
- B. Invoices. Subcontractor invoices for allowable costs must be prepared in the format of the blank SBDC Financial Report in Attachment 6 and shall be submitted monthly to the following address: Chief Accountant, America's SBDC Iowa, 1805 Collaboration Place, Suite 1342, Ames, IA 50010-9166 or emailed to [alismith@iastate.edu](mailto:alismith@iastate.edu). Invoices with required signatures must be received in the SBDC State Office by the 15<sup>th</sup> of the following month. If the SBDC Regional Director is unavailable or unable to sign as required, and Interim Signatory must be approved by the SBDC State Office.

"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)."

*Failure to include the information listed above will result in the invoice being rejected and returned unpaid.* Upon request, Subcontractor shall furnish to PTE any necessary documentation supporting invoiced amounts. A final invoice, marked "FINAL" must be submitted to the PTE within twenty (20) days after Subcontract End Date. Invoices submitted after this deadline may not be paid.

- C. Payment. Payment will be made upon receipt of proper invoices. All payments shall be considered provisional and subject to adjustment in the event adjustment is necessary as a result of an adverse audit finding against the Subcontractor. Payments may be withheld until receipt of required cost share (as applicable), reports, or closeout documentation.
- D. Allowable Costs. PTE will compensate the Subcontractor for costs incurred in the performance of the Subcontract provided that: (i) such costs do not exceed the total amount of Subcontractor funds obligated to date; (ii) such costs were necessary and reasonable for the performance of this Subcontract; (iii) such costs are allowable under the Prime Award; and (iv) such costs are incurred in accordance with Subcontractor's policies and procedures and comply with the governing regulations applicable to the Subcontractor. If Subcontractor policies conflict with the Prime Award, the more restrictive rules will apply.
- E. Facilities and Administrative Costs. Subcontractor's estimated facilities and administrative costs are are not included in the Subcontract amount reflected in the "Amount Funded This Action" field. If facilities and administrative costs are included, they shall not exceed Subcontractor's federally approved rate or the de minimis rate, if applicable.
- F. Budget Revisions. Subcontractor may revise its approved budget except as otherwise provided herein. Subcontractor must obtain prior written approval of the PTE's Administrative Contact listed in Attachment 3 for changes to Subcontractor's approved budget which: (i) require prior approval of the Awarding Agency, as indicated in the Prime Award with PTE; or (ii) include the purchase of equipment not specified in the approved budget. Additionally, Subcontractor must follow 2 CFR 200.308 when revising its approved budget.

- G. Equipment. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subcontractor cost sharing funds, as direct costs of the project or program, shall vest in the Subcontractor subject to the conditions specified in 2 CFR 200.313.
- H. Quarterly Review. SBDC State Office will perform quarterly review of expenditures and cost-share contributed. If Subcontractor is 30% below anticipated expenditures, SBDC State Office will request Subcontractor to provide written justification. This Agreement, including Attachment 5 (Scope of Work and Budget) may be amended accordingly, at the sole discretion of the SBDC State Office.

#### 4. INTELLECTUAL PROPERTY

- A. Background Intellectual Property. "Background Intellectual Property" means all legal rights of either or both respective parties developed prior to or independently of the Subcontract including all patents and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data ("Intellectual Property"), as applicable. Both parties agree to provide the Background Intellectual Property necessary to complete the objectives of the Project under this Subcontract. Both parties shall retain all rights to their respective Background Intellectual Property provided for this purpose. Neither party shall assume any rights in the other party's Background Intellectual Property provided for the Project other than the right to use said Background Intellectual Property to achieve the objectives of this Project.
- B. Inventions and Patents.
  - i. The determination of rights in ownership and disposition of inventions resulting from the performance of the Scope of Work and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subcontract.
  - ii. Subcontractor shall own the entire right, title, and interest, including all patents and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subcontractor in the performance of the Project and developed using Subcontractor's facilities and personnel ("Subcontractor IP"). PTE shall own the entire right, title, and interest, including all patents and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by PTE in the performance of the Project and developed using PTE's facilities and personnel ("PTE IP"). Intellectual property created jointly by PTE employees and Subcontractor employees shall be owned jointly by PTE and Subcontractor ("Joint IP").
  - iii. Subcontractor shall ensure that this policy applies to all persons who perform any part of the work under this Subcontract who may reasonably be expected to make inventions hereunder.
- C. Copyrights.
  - A. Disposition of any copyrights or any copyrightable material created by Subcontractor in performance of the Scope of Work will be determined by the policy of the Subcontractor.
  - B. Any copyrighted materials are subject to a royalty-free, non-exclusive and irrevocable license to the U.S. Government to reproduce, publish or otherwise use the copyrighted material and to authorize others to do so for federal purposes.
  - C. Subcontractor shall provide copies of all copyrighted or copyrightable materials created under this Subcontract to the PTE PI. Subcontractor hereby grants PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, perform and sublicense any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subcontract to the extent required to meet PTE's obligations under its Prime Award and for the purpose of education and research.
- D. Data. Subcontractor shall own the data it generates under this Subcontract. Subcontractor hereby grants to PTE the right to receive copies of such data and to use data created as provided in the Scope of Work to the extent required to meet PTE's obligations under its Prime Award and for the purpose of education and research. Additionally, Subcontractor acknowledges the rights of the U.S. Government to use such data.

#### 5. CONFIDENTIALITY

- A. "Confidential Information" shall mean any business or proprietary information provided by one party to the other party during the term of this Subcontract and clearly identified as "Confidential" by the disclosing party at the time of disclosure. If such transmittal occurs orally, the disclosing party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

Notwithstanding the foregoing, if applicable, the parties agree that any personally identifiable information, including protected health information, shall be considered confidential.

- B. Each party will use at least the same standard of care as it uses to protect its own Confidential Information. In the event that a party discloses Confidential Information to the other during the Project, the receiving party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, students, or other representatives who are notified of the confidentiality obligations. Each party agrees to use the Confidential Information only for the purposes contemplated by this Subcontract and to use reasonable efforts to prevent its disclosure to third parties. Each party will notify the other party upon discovery of any unauthorized use or disclosure of the Confidential Information.
- C. The receiving party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party; (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations; (iii) was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iv) becomes known to receiving party after disclosure from a third party having the right to disclose it; or (v) is independently developed or discovered by receiving party without use of disclosing party's Confidential Information. In the event Confidential Information is required to be disclosed by law, regulation, court order, or subpoena, the party required to make the disclosure shall notify the other party to allow that party, at its own cost and expense, to seek injunctive or other relief to protect its Confidential Information.
- D. The parties agree that each party retains ownership of its own Confidential Information. The receiving party shall promptly return or destroy the disclosing party's Confidential Information upon request, except for one archival copy to be retained by the receiving party for purposes of observing compliance with this Subcontract and the Prime Award. The obligations of confidentiality shall survive for a period of three (3) years following termination or expiration of this Subcontract.

## 6. PUBLICITY AND PUBLICATION

- A. Publication. It is the intent of the parties to freely publish and disseminate research results under this Subcontract, subject to any restrictions or requirements imposed by the Prime Award. For purposes of this section, publication refers to scholarly or academic works, including poster sessions, presentations, journal articles, books, podcasts, use of social media to present Project related material publicly and other public disclosures. Subcontractor shall provide a copy of any publication related to the results of this Subcontract to PTE PI.
  - i. Subcontractor shall include an acknowledgement of support as required by the Prime Award in all publications. If no acknowledgement requirement is included in the Prime Award, a general acknowledgement shall be included in the following terms: "This material is based upon work supported by the [Awarding Agency] under Award No. [Prime Award Number]."
  - ii. Every publication by Subcontractor resulting from this Subcontract except articles or papers appearing in scientific, technical, or professional journals shall contain the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the [Awarding Agency] or Iowa State University."
- B. Publicity. Except as otherwise permitted above, neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party. The parties agree that each party may use factual information regarding the existence of the Subcontract and the nature of the relationship, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. Either party may use the name of the other party and its employees as necessary to fulfill any reporting obligations.

## 7. TERMINATION

- A. Either party may terminate this Subcontract with thirty (30) days prior written notice to the other party; however, PTE may terminate this Subcontract earlier if Awarding Agency terminates or suspends the Prime Award. Upon receipt of such notice, Subcontractor shall make no further commitments under this Subcontract and shall take all reasonable actions to cancel or mitigate outstanding obligations. PTE shall pay Subcontractor for all allowable, noncancelable obligations in the event of termination under the preceding circumstances. Subcontractor shall deliver to PTE within thirty (30) days all data, reports, summaries and such other information and material as may

have been prepared for and/or accumulated by Subcontractor in the performance of this Subcontract, whether completed or in progress.

- B. In addition to whatever legal remedy it may have in law or in equity, PTE may immediately terminate this Subcontract: (i) for Subcontractor's material failure to comply with the terms of this Subcontract upon ten (10) days' written notice and opportunity to cure; or (ii) for the insolvency of Subcontractor, or if Subcontractor (a) makes or has made an assignment for the benefit of creditors; (b) is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Subcontractor; or (c) has a receiver or trustee appointed for substantially all of its property. Subcontractor shall deliver to PTE within thirty (30) days all data, reports, summaries and such other information and material as may have been prepared for and/or accumulated by Subcontractor in the performance of this Subcontract, whether completed or in progress. The sole and complete remedy of Subcontractor shall be payment for Project activities performed prior to the termination date.

## **8. INDEMNIFICATION**

To the extent permitted by law (including the Iowa Tort Claims Act, Iowa Code Chapter 669), each party shall be solely liable for any claims, actions, demands, or damages arising out of its own negligence or intentional misconduct of its employees' or agents' performance of this Subcontract.

## **9. SUBCONTRACTS**

Subcontractor shall not enter into any sub-tier agreements without prior written approval of PTE. Any subcontracts included in Subcontractor's approved budget at the time of execution of this Subcontract are hereby approved without further action on the part of Subcontractor or PTE.

## **10. INSURANCE**

Subcontractor warrants that it carries sufficient insurance coverage or self-insurance to comply with the requirements of applicable federal, state and local laws and to cover its obligations under this Subcontract. Subcontractor shall provide evidence of such insurance or self-insurance to PTE via Certificate of Insurance or other documentation acceptable to PTE promptly upon request.

## **11. RECORDS, AUDIT, AND INSPECTION**

- A. Records. Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to reflect all direct and facilities and administration costs of whatever nature Subcontractor claims to have incurred during the performance of this Subcontract. The foregoing constitutes "records" for the purposes of this clause.
- B. Audit. Subcontractor shall preserve and make available all records related to the Subcontract for examination by PTE, the federal government, and/or any duly authorized representative.
- i. Subcontractor shall preserve and make available the records defined in Section (a) above, until the expiration of three (3) years after the date of the final financial report or final invoice which they cover or until audit is complete and all resulting questions are resolved, whichever occurs last.
  - ii. Records relating to any litigation, claim or audit, started before the expiration of the three (3) year period shall be retained until the findings have been resolved; and
  - iii. Any costs, which, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if this Subcontract has expired.
  - iv. Upon request, Subcontractor will forward to PTE Financial Contact one copy of, or link to, its most recent single audit and annual updates thereof (reference 2 CFR, Part 200.501). Entities that are not subject to 2 CFR, Part 200.501 must submit a copy of their most recent independent audit to PTE Financial Contact.
- C. Inspection. Designated representatives of PTE and Awarding Agency or their authorized representatives shall have the right during Subcontractor's ordinary business hours to inspect the operations, facilities or sites of Subcontractor for purposes of this Subcontract. PTE shall give Subcontractor reasonable notice prior to conducting any such inspection. Access to relevant data, test results, and computation, when used or generated under this Subcontract, shall be made available when requested in such a manner as to not unduly delay the progress of the Project.

## **12. RESERVED**

### 13. PRIME AWARD

Subcontractor shall comply with all terms and conditions of the Prime Award included in Attachment 2. Substitutions shall be made as appropriate and in accordance with Federal law.

### 14. CERTIFICATIONS AND ASSURANCES

Attachment 1 includes certifications and assurances made and verified by Subcontractor's Authorized Official.

### 15. MISCELLANEOUS

- A. Amendments. No modification of this Subcontract shall be effective unless it is in writing and signed by the parties.
- B. Assignment. Neither party may assign this Subcontract or any interest therein without the written consent of the other party.
- C. Independent Contractors. Subcontractor and PTE are independent contractors and shall not act as an agent for the other, nor shall either be deemed to be an employee of the other. Neither party shall enter into an agreement or incur any obligations on the other's behalf or commit the other party in any manner without the other party's prior written consent.
- D. Severability. If any term of this Subcontract or any term of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other terms of this Subcontract which can be given effect without the invalid term. If the deletion substantially alters the basis of this Subcontract, the parties will negotiate in good faith to amend the terms of this Subcontract to give effect to the original intent of the parties.
- E. Waiver. No waiver of any term of this Subcontract whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term, or of any other term of this Subcontract.
- F. Compliance with Laws. Subcontractor shall perform this Project in compliance with all applicable laws, regulations, and requirements.
- G. Disputes and Governing Law. The parties shall attempt to resolve all disputes through informal means in good faith. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute. Both parties agree to remain silent regarding venue and governing law.
- H. Order of Precedence. This Subcontract includes the following: Subcontract Agreement; Attachment 1 – Certifications and Assurances; Attachment 2 – Prime Award; Attachment 3 – PTE and Subcontractor Contacts; Attachment 4 – Reporting and Deliverables; Attachment 5 – Scope of Work and Budget; and Attachment 6 – Other Attachments (as applicable). In the event of any inconsistency among the terms and conditions within the body of this Subcontract and those within any attachments hereto, the following order of precedence shall apply:
  - i. The Prime Award in Attachment 2;
  - ii. The terms of this Subcontract Agreement; and
  - iii. The terms and conditions within any attachments hereto, except that the attachments shall govern when relating to technical or scientific Project tasks.
- I. Integration. This Subcontract and Attachments 1-6 contain the entire agreement between the parties. Any statements, promises, other agreements, or inducements made by either party or agent of either party that are not contained in this written Subcontract shall be void and non-binding.
- J. Counterparts. This Subcontract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Subcontract that is exchanged by portable document format (PDF) or facsimile shall have the effect of original signature of the party for all purposes.

### 16. SUBCONTRACTOR OBLIGATIONS, PROGRAM ADMINISTRATION, AND FACILITY REQUIREMENTS

- A. The Subcontractor's SBDC Regional Director, "Subcontractor PI" as named on the first page of the Subcontract Agreement, shall be responsible for the conduct of the work contemplated hereunder and shall be responsible for complying with all SBDC State Office policies and ASBDC accreditation standards. No change of SBDC Regional Director may be made without the prior written approval of ISU's Authorized Official as listed in Attachment 3B and the SBDC State Director. The SBDC Regional Director will have the authority to make expenditures under the

SBDC Regional Center budget and manage the SBDC Regional program. The SBDC Regional Director shall be devoted full-time to SBDC activity, unless the SBDC State Director approves a deviation in writing.

- B. Subcontractor shall hire and retain an SBDC Regional Director. The SBDC State Office will work with Subcontractor to produce a job description for the position of SBDC Regional Director, which shall be used for hiring the SBDC Regional Director. Any additional position descriptions or other statements of qualifications required by Subcontractor for the SBDC Regional Director position must be approved in writing by the SBDC State Director before the search commences. One or more designees of the SBDC State Office shall participate in, and serve as a member of, the search committee for the SBDC Regional Director. The SBDC State Office must concur in the selection of the SBDC Regional Director candidate. Subcontractor shall not extend an offer of employment for the position of SBDC Regional Director without the prior written approval of the SBDC State Director. In the event that a vacancy in the SBDC Regional Director position occurs, the SBDC State Office shall be notified within ten (10) days of the vacancy.
- C. Subcontractor shall provide for adequate and ADA compliant office space, furniture, facilities, and equipment to house the SBDC Regional Director and shall provide competent support staff, including not less than one-half (1/2) full-time equivalent (FTE) clerical support dedicated to assist in the operations of the SBDC Regional Center, which staff may be shared with other of Subcontractor's departments provided that such sharing arrangement does not unduly interfere with the operations of the SBDC Regional Center. The SBDC Regional Center shall be designated as the "America's SBDC Iowa" and shall provide for daily access to private counseling space. Subcontractor shall provide adequate parking, including handicapped accessible spaces, such as in accordance with CH.321L of the Iowa Code, for the SBDC Regional Center's clients.
- D. Subcontractor's SBDC Regional Director must receive written permission from the SBDC State Director before committing any portion of the SBDC Regional Center's resources, name or time to any other grant proposal or agreement.
- E. Subcontractor acknowledges that the SBDC Regional Center is operated as part of a statewide SBDC program, as opposed to individual SBDC programs at the SBDC Regional Center locations. Attendance is required at all staff meetings, statewide in-service trainings, and other meetings that are required to discuss time-sensitive critical issues. Attendance by the SBDC Regional Director is also required at the America's SBDC Annual Fall Conference, expenses to be paid by the Subcontractor. Policy and procedure directives may be issued, as well as requests to attend a variety of meetings or participate in particular programs.
- F. Subcontractor is required to attend the Grants Manager Training provided by the Lead Center. Attendees must include the SBDC Regional Director as well as the controller, grants manager or accounting person working with the SBDC subcontract to ensure proper accounting practices adhering to all required protocols. The SBDC Chief Accountant will coordinate the training and if unable to attend the training, the Subcontractor must reschedule a 1:1 meeting with the Chief Accountant or designee to complete the required training. Payments will be held until training requirements are met.
- G. The SBDC Regional Director reports to an appropriate official of the Subcontractor, and the Subcontractor and SBDC Regional Director will cooperate in good faith with the SBDC State Director regarding program goals and program administration. In the event that Subcontractor performs periodic performance reviews of the SBDC Regional Director, input regarding same shall be solicited from the SBDC State Office and shall be included in any records made of such periodic performance reviews.
- H. Subcontractor shall timely cooperate with the SBDC State Office's reasonable requests for information and reports in order that the SBDC State Office may effectively implement its programs and satisfy its obligations under the Prime Award and any other agreements related to the services provided by SBDC.
- I. Subcontractor shall provide on all pertinent pages on its website, a link to the SBDC state and/or SBDC region webpage. SBDC State Office shall provide the appropriate URL link address(es) to Subcontractor, along with any associated graphic files.
- J. Subcontractor shall utilize only those marketing materials related to SBDC service, including logos, authorized by the SBDC State Office. Any changes in such marketing materials desired by Subcontractor must be approved in writing by the SBDC State Office before dissemination of such altered materials.

- K. Subcontractor shall follow the requirements of Section 21(a) of the Small Business Act (15 U.S.C. 648(a) (7)), including any regulation promulgated thereunder, which state in pertinent part:
- a) IN GENERAL. A small business development center, consortium of small business development centers, or contractor or agent of a small business development center may not disclose the name, address, or telephone number of any individual or small business concern receiving assistance under this section without the consent of such individual or small business concern, unless –
    - (i) the Administrator is ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or
    - (ii) the Administrator considers such a disclosure to be necessary for the purpose of conducting a financial audit of a small business development center, but a disclosure under this clause shall be limited to the information necessary for such audit.
  - b) ADMINISTRATOR USE OF INFORMATION. This section shall not –
    - (i) restrict Administrator access to program activity data; or
    - (ii) prevent the Administrator from using client information to conduct client surveys.
  - c) REGULATIONS.
    - (i) IN GENERAL. The Administrator shall issue regulations to establish standards:
      - i. for disclosures with respect to financial audits under subparagraph (a)(ii); and
      - ii. for client surveys under paragraph (b)(ii), including standards for oversight of such surveys and for dissemination and use of client information.
    - (ii) MAXIMUM PRIVACY PROTECTION. Regulations under this subparagraph, shall, to the extent practicable, provide for the maximum amount of privacy protection.
- L. Regional Center Closing Procedure. An SBDC Regional Center may cease operation for any of the following reasons: lack of, or decrease in, funding from the yearly state or federal appropriations, lack of financial support from the SBDC Regional Center’s host institution or surrounding community, lack of cooperation by the host institution with the SBDC State Office, or breach of the yearly Subcontract with ISU.
- The SBDC State Director shall enter into negotiations with the authorized Subcontractor representative as to when and if an SBDC Regional Center will cease to operate. The SBDC State Director shall provide a thirty (30) day written notice of closure to Subcontractor. The notice will explain the required process involved in closing the center. Within ninety (90) days of the closing date, the SBDC State Director will complete a site visit, following the closing procedures (kept on file at the SBDC State Office) for the client files, Neoserra system data, equipment, resource materials, and financial records.
- M. Recognition of SBA/SBDC Partnerships. Terms and Conditions for this article are set forth in the Prime Award, Section III.A.13. For the purpose of this Subcontract, all references in this section to “Cooperative Agreement” shall mean this Subcontract, and all references to “Recipient” shall mean the Subcontractor. Referenced acknowledgments should remain as stated and should also include Iowa State University.
- N. Out of State Travel. Out-of-state travel must have prior written approval of the SBDC State Director and the SBA Project Officer if the travel was not included in the SBDC Regional Center’s budget.
- O. Supplies. The Subcontractor must maintain in inventory of controlled supplies of higher dollar value or high potential for loss such as projectors, cell phones, furniture, etc. and it must be made available upon request of the SBDC State Office or SBA.
- P. Program Income.
- 1) Program income, as a supplement to appropriated funds is expected. “Program income” is defined in Section IV. Of the Prime Award. Expenditures should be made directly from the program income funds. Program income must be accounted for separately from funds supplied by this Subcontract, and may not be used for purposes other than SBDC operations.
  - 2) Subcontractor is expected to support and cooperatively market revenue-generating opportunities for this project, including workshops, in-house business training, special projects and similar activities.
  - 3) Subcontractor must furnish to the SBDC State Office, no later than ten (10) days after the end of each month, a Program Income Account Statement, a copy of which is included in Attachment 6, showing the beginning

and ending balance and monthly activity in the SBDC Regional Center’s account(s). Subcontractor’s financial officer must attest by signature that each monthly statement accurately reflects balances and activity during that period.

- 4) Subcontractor’s SBDC Regional Director must verify and attest by signature that incomes and expenditures shown on each monthly statement are correct and allowable. If the SBDC Regional Director is unable or unavailable to sign as required, an Interim Signatory must be approved by the SBDC State Office.
- 5) Invoices for reimbursement submitted for each month shall not be approved for payment by the SBDC State Office unless the Program Income Statement for that month has also been received at the SBDC State Office.
- 6) Subcontractor shall not use program income to match the federal dollars provided or in place of funds already budgeted in the Subcontract.
- 7) Program income must be expended in accordance with the SBDC program requirements and the applicable Federal administrative requirements in 2 CFR 200.
- 8) The America’s SBDC Iowa network as a whole is not allowed to carry forward a balance on the program income account this is in excess of twenty-five percent (25%) of their total budgets without approval in writing from the SBDC State Office. Approval will be granted only if the total amount of the state program income excess over twenty-five percent (25%) is not exceeded. On a statewide basis, an excess carryover will result in loss of funding by the amount of the excess for the upcoming budget year.

**By an Authorized Official of Pass-Through Entity (*Iowa State University*):**

**By an Authorized Official of Subcontractor:**

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

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

**Attachment 1**  
**Certifications and Assurances**  
(applicable as checked)

Subcontract Number:

028375M

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subcontract, the Subcontractor Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subcontract, the Subcontractor Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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**Federal Debt**

Subcontractor certifies it is not delinquent on the repayment of any debt(s) to the U.S. Government.

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**Drug Free Workplace**

Subcontractor certifies it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

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**Objectivity in Research**

By execution of this Subcontract, Subcontractor certifies that its Conflicts of Interest policy complies with the requirements of the relevant Awarding Agency as identified on Page 1 of this Subcontract. Subcontractor shall report any conflicts of interest to PTE's Administrative Representative as designated on Attachment 3A prior to execution of this Subcontract and within 45 days of any subsequently identified conflicts of interest.

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**Federal Funding Accountability and Transparency Act (FFATA)**

This Subcontract is subject to the U.S. Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252). For all subcontracts in an amount of \$30,000 or more, the Subcontractor must have a Unique Entity Identification (UEI) for reporting purposes.

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**Data Sharing and Access**

Subcontractor agrees to comply with the Awarding Agency's data sharing and access requirements as reflected in the Prime Award or in the terms of this Subcontract and any data management/sharing plan submitted to the Awarding Agency.

**Protection of Human Subjects or Participants**  
Subcontractor certifies that the participation of all human subjects in this research Project has been reviewed and approved by a cognizant Institutional Review Board (IRB) operating in accordance with human subject regulations (45 CFR Part 46 and 21 CFR Parts 50 and 56) and will continue to be reviewed and approved at all times during the performance of this Subcontract. Upon PTE request, Subcontractor shall provide a copy of U.S. Department of Health and Human Services form 0990-0263, "Protection of Human Subjects Assurance Identification / IRB Certification/Declaration of Exemption," or a copy of the letter from Subcontractor's IRB representative indicating the date of review and approval.

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**Protection of Vertebrate Animals**  
Subcontractor certifies that the rights and welfare of vertebrate animals will be protected in accordance with the Animal Welfare Act (7 U.S.C. §2131 et seq.) and the Act's implementing regulations in 9 CFR Chapter 1 as well as The Guide for the Care and Use of Laboratory Animals, Eighth Edition, "The Guide", and the Public Health Service Policy on Humane Care and Use of Laboratory Animals, "PHS Policy." Subcontractor shall bear full responsibility for the proper and safe performance of all work and services involving the use of vertebrate animals under this Subcontract. Upon PTE request, Subcontractor shall provide a copy of Subcontractor's current Institutional Animal Care and Use Committee (IACUC) approval.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**  
Subcontractor is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor.

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**Research Involving Recombinant DNA Molecules**  
Subcontractor certifies that its research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules complies with the applicable Federal or state regulations.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**  
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system

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**Other Special Terms**

EQUAL OPPORTUNITY AND NONDISCRIMINATION. Subcontractor is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable state and federal nondiscrimination laws. Subcontractor shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375, as supplemented by regulations of 41 CFR Part 60 as applicable. Subcontractor shall not discriminate against any employee or applicant for employment because of race, ethnicity, color, national origin, ethnicity, religion, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, marital status, sexual orientation, gender identity or other protected class. Subcontractor's noncompliance with this section will be a material breach of this Contract.

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The Subcontractor shall require that the language of the applicable certifications above in this Attachment 1 be included in the award documents for all subawards at all lower tier transactions and lower tier recipients shall certify and disclose accordingly.

**Attachment 2**

**Prime Award**

The Prime Award is attached, 27 pages.

|   |  |  |  |
|---|--|--|--|
| <b>1. DATE ISSUED</b> MM/DD/YYYY<br>11/21/2023                            |  | <b>1a. SUPERSEDES AWARD NOTICE</b> dated<br>except that any additions or restrictions previously imposed<br>remain in effect unless specifically rescinded |  |
| <b>2. CFDA NO.</b><br>59.037 - SMALL BUSINESS DEVELOPMENT CENTERS         |  |  |  |
| <b>3. ASSISTANCE TYPE</b> Cooperative Agreement                           |  |  |  |
| <b>4. GRANT NO.</b> SBAOEDSB240068-01-00<br>Formerly                      |  | <b>5. TYPE OF AWARD</b><br>Training  |  |
| <b>4a. FAIN</b> SBAOEDSB240068  |  | <b>5a. ACTION TYPE</b> New   |  |
| <b>6. PROJECT PERIOD</b> MM/DD/YYYY<br>From 01/01/2024                    |  | Through MM/DD/YYYY<br>12/31/2025   |  |
| <b>7. BUDGET PERIOD</b> MM/DD/YYYY<br>From 01/01/2024                     |  | Through MM/DD/YYYY<br>12/31/2024   |  |
| <b>8. TITLE OF PROJECT (OR PROGRAM)</b><br>2024 SBA Cooperative Agreement |  |  |  |

**U.S. Small Business Administration**

**Office of Grants Management (OGM)**

Small Business Administration  
409 3rd St, SW  
Washington, DC 20416

**NOTICE OF AWARD**

AUTHORIZATION (Legislation/Regulations)  
15 U.S.C. 648(a)(1); 13 C.F.R. Part 130

|   |   |
|---|---|
| <b>9a. GRANTEE NAME AND ADDRESS</b><br>IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY<br>1350 Beardshear Hall<br>Ames, IA 50011-2025 | <b>9b. GRANTEE PROJECT DIRECTOR</b><br>Ms. Lisa Shimkat<br>515 Morrill Rd<br>1350 Beardshear Hall<br>Ames, IA 50011-0001<br>Phone: 515-294-2037 |
| <b>10a. GRANTEE AUTHORIZING OFFICIAL</b><br>Ms. Andrea Rich<br>515 Morrill Rd<br>1350 Beardshear Hall<br>Ames, IA 50011-2105          | <b>10b. FEDERAL PROJECT OFFICER</b><br>Ms. Nicole Vincent<br>409 3rd St SW<br>Washington, DC 20416-0011<br>Phone: 771-888-5370                  |

**ALL AMOUNTS ARE SHOWN IN USD**

|   |                     |  |                    |
|---|---------------------|--|--------------------|
| <b>11. APPROVED BUDGET (Excludes Direct Assistance)</b>   |                     | <b>12. AWARD COMPUTATION</b>   |                    |
| I Financial Assistance from the Federal Awarding Agency Only  |                     | a. Amount of Federal Financial Assistance (from item 11m) 161,635.00   |                    |
| II Total project costs including grant funds and all other financial participation  |                     | b. Less Unobligated Balance From Prior Budget Periods 0.00   |                    |
| a. Salaries and Wages   | 809,649.00          | c. Less Cumulative Prior Award(s) This Budget Period 0.00  |                    |
| b. Fringe Benefits  | 295,305.00          | <b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b> 161,635.00  |                    |
| c. Total Personnel Costs  | 1,104,954.00        | <b>13. Total Federal Funds Awarded to Date for Project Period</b> 161,635.00   |                    |
| d. Equipment  | 0.00                | <b>14. RECOMMENDED FUTURE SUPPORT</b><br>(Subject to the availability of funds and satisfactory progress of the project):  |                    |
| e. Supplies   | 4,400.00            | YEAR   | TOTAL DIRECT COSTS |
| f. Travel   | 74,554.00           | a. 2   | d. 5               |
| g. Construction   | 34,448.00           | b. 3   | e. 6               |
| h. Other  | 27,212.00           | c. 4   | f. 7               |
| i. Contractual  | 0.00                | <b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>  |                    |
| j. TOTAL DIRECT COSTS   | 1,245,568.00        | a. DEDUCTION   |                    |
| k. INDIRECT COSTS   | 244,413.00          | b. ADDITIONAL COSTS  |                    |
| <b>l. TOTAL APPROVED BUDGET</b>   | <b>1,489,981.00</b> | c. MATCHING  |                    |
| m. Federal Share  | 161,635.00          | d. OTHER RESEARCH (Add / Deduct Option)  |                    |
| n. Non-Federal Share  | 1,328,346.00        | e. OTHER (See REMARKS)   |                    |
| <b>REMARKS</b> (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No)<br>See next page |                     | <b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b><br>a. The grant program legislation.<br>b. The grant program regulations.<br>c. This award notice including terms and conditions, if any, noted below under REMARKS.<br>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.<br>In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system. |                    |

**GRANTS MANAGEMENT OFFICIAL:**

Erika Beasley, Grant Management Specialist  
409 3rd St SW  
Washington, DC 20416-0011  
Phone: 202-505-7266

|                             |                                      |                            |                              |                            |                           |
|-----------------------------|--------------------------------------|----------------------------|------------------------------|----------------------------|---------------------------|
| <b>17. OBJ CLASS</b> 4110   | <b>18a. VENDOR CODE</b> 1426004224A1 | <b>18b. EIN</b> 426004224  | <b>19a. UEI</b> DQDBM7FGJPC5 | <b>19b. DUNS</b> 005309844 | <b>20. CONG. DIST.</b> 04 |
| <b>FY-ACCOUNT NO.</b>       | <b>DOCUMENT NO.</b>                  | <b>ADMINISTRATIVE CODE</b> | <b>AMT ACTION FIN ASST</b>   | <b>APPROPRIATION</b>       |                           |
| 21. a. 2024.450400DB.603001 | 2024068240068A                       | c. OEDSB                   | d. \$161,635.00              | e.                         |                           |
| 22. a.                      | b.                                   | c.                         | d.                           | e.                         |                           |
| 23. a.                      | b.                                   | c.                         | d.                           | e.                         |                           |

# NOTICE OF AWARD (Continuation Sheet)

|                                |                           |
|--------------------------------|---------------------------|
| PAGE 2 of 2                    | DATE ISSUED<br>11/21/2023 |
| GRANT NO. SBAOEDSB240068-01-00 |                           |

REMARKS:

The project period for this award is 01/01/2024 to 12/31/2025 and budget period for this award is 01/01/2024 to 12/31/2024 for a total amount of \$1,243,346 in Federal funds. However, current Federal funding available is limited to \$161,635 for this budget period. Receipt of any future funding is contingent upon the availability of funds from Congress, satisfactory performance and is at the sole discretion of the Small Business Administration. The Small Business Administration is not liable for any obligations, expenditures, or commitments which involves any amount in excess of Federal financial assistance presently available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under this award. Notifications affecting funding or notice of non-availability of additional funding for future years will be made only by the Grants Management Officer.

# AWARD ATTACHMENTS

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

SBAOEDSB240068-01-00

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1. 2024 IA Specific T&Cs
2. SBA FY23 Terms and Conditions

## Program Terms and Conditions

These program Terms and Conditions are specific to the SBDC program. They can be found: <https://www.sba.gov/document/support-sbdc-program-terms-conditions>.

The terms and conditions set forth below are those particular to this non-Federal entity:

### \*Program Term 2: Points of Contact

#### 1. Grants Management Specialist (GMS)

Name: Erika Beasley  
Address: U.S. Small Business Administration  
Office of Small Business Development Centers  
409 3<sup>rd</sup> Street, S.W. 6<sup>th</sup> Floor  
Washington, DC 20416  
Telephone Number: (202) 505-7266  
Email Address: [erika.beasley@sba.gov](mailto:erika.beasley@sba.gov)

#### 2. Grant Officer Technical Representative (GOTR)

Name: Nicole Vincent  
Address: U.S. Small Business Administration  
409 3<sup>rd</sup> Street, S.W. 6<sup>th</sup> Floor  
Washington, DC 20416  
Telephone Number: (771) 888-5370  
Email Address: [nicole.vincent@sba.gov](mailto:nicole.vincent@sba.gov)

#### 3. District Office Project Officer (PO)

Name: Lori Hackney  
Address: U.S. Small Business Administration  
Des Moines District Office  
210 Walnut Street, Room 749  
Des Moines, IA 50309-2186  
Telephone Number: (515) 284-4118  
Email Address: [lori.hackney@sba.gov](mailto:lori.hackney@sba.gov)

\*See additional Point of Contacts on Notice of Award.

## Approved Budget

| COST CATEGORY & SUB-ITEMS | FEDERAL SHARE SBA      | NON-FEDERAL SHARE      |             |                      | TOTAL AMOUNT           |
|---------------------------|------------------------|------------------------|-------------|----------------------|------------------------|
|                           |                        | CASH                   | IN-KIND     | INDIRECT             |                        |
| a. Personnel              | \$ 787,738.00          | \$ 707,848.00          | \$ -        |                      | \$ 1,495,586.00        |
| b. Fringe Benefits        | \$ 300,211.00          | \$ 257,810.00          | \$ -        | \$ -                 | \$ 558,021.00          |
| c. Travel                 | \$ 26,486.00           | \$ 70,665.00           | \$ -        | \$ -                 | \$ 97,151.00           |
| d. Equipment              | \$ -                   | \$ -                   | \$ -        | \$ -                 | \$ -                   |
| e. Supplies               | \$ 4,016.00            | \$ 4,034.00            | \$ -        | \$ -                 | \$ 8,050.00            |
| f. Contractual            | \$ -                   | \$ -                   | \$ -        | \$ -                 | \$ -                   |
| g. Consultants            | \$ 13,905.00           | \$ 31,345.00           | \$ -        | \$ -                 | \$ 45,250.00           |
| h. Other                  | \$ 31,991.00           | \$ 22,503.00           | \$ -        | \$ -                 | \$ 54,494.00           |
| i. Total Direct Charges   | \$ 1,164,347.00        | \$ 1,094,205.00        | \$ -        |                      | \$ 2,258,552.00        |
| j. Indirect Charges       | \$ 78,999.00           | \$ -                   | \$ -        | \$ 234,141.00        | \$ 313,140.00          |
| <b>TOTALS</b>             | <b>\$ 1,243,346.00</b> | <b>\$ 1,094,205.00</b> | <b>\$ -</b> | <b>\$ 234,141.00</b> | <b>\$ 2,571,692.00</b> |

## Program Term 4: Special Terms and Conditions

### Award Expectations and Project Deliverables

You, the Non-Federal Entity/SBDC Network, acknowledge you will conduct the project funded under this Award in accordance with your approved technical proposal, goals, focus area, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with the SBA Standard Terms and Conditions and with the SBDC Program Terms and Conditions.

The approved goals for this award are as follows:

- Clients Advised – 3,311
- Capital Infusion Transactions - 467
- New Business Starts – 177

The approved Focus Area Group is Underserved Communities

- Focus Area Metric: 5.3 Underserved: Number of underserved small businesses which receive counseling and/or training.
- Focus Area Value: 1,901

### Special Conditions

N/A

**RECIPIENT:** Iowa State University of Science and Technology  
**COOPERATIVE AGREEMENT NO.:** SBAOEDSB240068-01-00  
**PAYMENT COOPERATIVE AGREEMENT NO.:** SBAHQ24B0010  
**ADMINISTRATIVE CODE:** NO: 4603001EZ05667

**CALENDAR YEAR NOTICE OF AWARD**  
**DATE ISSUED: 11/21/2023**

## **Program Lead Center and Network Service Centers**

1. Iowa State University (ISU) - Lead Center
2. Iowa State University - Mid Iowa SBDC
3. Iowa State University - ISU SBDC
4. Eastern Iowa Community College District - Eastern Iowa SBDC
5. Iowa Western Community College - Iowa Western SBDC
6. Indian Hills Community College - Indian Hills SBDC
7. Kirkwood Community College - Kirkwood SBDC
8. Iowa Central Community College - North Central Iowa SBDC
9. Northeast Iowa Community College - Northeast Iowa SBDC
10. North Iowa Area Community College - North Iowa Area SBDC
11. Iowa Lakes Community College - Northwest Iowa SBDC
12. Southwestern Iowa Community College - South Central Iowa SBDC
13. Southeastern Community College - Southeastern SBDC
14. University of Northern Iowa - UNI SBDC
15. University of Iowa - UOI SBDC
16. Western Iowa Tech Community College - WIT SBDC

# SBA Award Standard Terms

## 1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the non-federal entity cannot accept the terms, the non-federal entity should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a non-federal entity, the contents of the Notice of Award (NoA) are binding on the non-federal entity unless and until modified by a revised NoA signed by the GMO.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Non-federal entities of Small Business Administration (SBA) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of a new, non-competing continuation, or renewal award, including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO).

## 2. Standard Term - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for SBA Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

([https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl) ).

Under the authority listed above, the U.S. Small Business Administration adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, except for 2CFR 200.74, 200.92, and 200.93. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Administration.

## 3. Standard Term - Award Expectations

The eligibility and program requirements originally outlined in NOFO must continue to be adhered to as the funded project is implemented. Non-federal entities must comply with the performance goals, milestones, outcomes, and performance data collection and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

#### **4. Standard Term - Flow down of requirements to sub- recipients**

The non-federal entity, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR §§ 200.330 -200.332 Sub-recipient monitoring and management.

#### **5. Standard Term - Future Funding**

If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.

#### **6. Standard Term - Non-Supplant**

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award non-federal entities may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

#### **7. Standard Term - Unallowable Costs**

Unless authorized under the Special Terms and Conditions, all costs incurred prior to the award issue date and costs not consistent with the funding opportunity and/or 2 CFR Part 200 are not allowable under this award.

#### **8. Standard Term - Prior Approval**

SBA anticipates that the non-federal entity may need to modify the non-federal entity's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, non-federal entities are allowed a certain degree of latitude to re-budget within and between budget categories (10% or less) to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 2 CFR Part 200, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 2 CFR Part 200 or the SBA Grants Policy Statement, must be submitted in writing to the GMO within 45 days of grant expiration. Based on the nature, extent, and timing of the request, the SBA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If SBA approves the request, an amended Notice of Award (NoA) will be issued. Verbal authorization is not approval and is not binding on SBA. Non-federal entities that proceed on the basis of actions by unauthorized officials do so at their own risk, and SBA is not bound by such responses.

Prior approval is required for, but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions (more than 10% or when requesting a new budget cost category), Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions.

SBA may confer a one-time extension of the expiration date of this Award for up to 12 additional months if You can demonstrate more time is necessary for the adequate completion of specific project objectives. A request for an extension must be in writing (with supporting justification) and must be received by the Grants Officer Technical Representative (GOTR) at least 45 calendar days prior to the scheduled expiration of this Award. SBA will not approve any extension request that:

- i. Is solely for the purpose of expending remaining funds;
- ii. Is for a project that previously received an extension;
- iii. Is more than 12 months in length;
- iv. Requires the commitment of additional Federal funds; or
- v. Involves any change in the objectives or scope of the project.

#### **9. Standard Term - Administrative and National Policy Requirements**

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

#### **10. Standard Term - Executive Pay**

The Executive Schedule (ES) sets the yearly salaries for top government officials, including the leaders and senior personnel in over 75 Federal government agencies.

The Executive Level II salary cap limitation for calendar year (CY) 2022 was increased to \$203,700 by Executive Order 14061 effective January 2nd. An individual's Institutional Base Salary (IBS) should be reflected in the proposal budget or budget justification section for all salary requests.

The current Executive Level II salary can be found at the Office of Personnel Management's website at [General Schedule \(opm.gov\)](https://www.opm.gov)

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

## 11. Standard Term - Non-federal Entity Responsibilities

- a. 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.
- b. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- c. 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.
  - a. 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.
  - b. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
  - c. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- d. 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.
- e. Promote SBA programs, products, and services to clients, as appropriate.
- f. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- g. 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.
- h. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- i. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.

- j. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- k. Submit and update information to USASpending.gov and other Federal databases, as required.

**12. Standard Term - SAM and UEI**

Requirements Awards are subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (NOW SAM) AND Unique Entity Identifier (UEI) Numbers. 2 CFR Part 25 - Appendix A4, System of Award Management (SAM) and Universal Identifier Requirements

**A. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you, as the non-federal entity, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:**

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you.
- 2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

**13. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)**

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

**a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the

obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the non-federal entity.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the non-federal entity) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the non-federal entity's or subrecipient's preceding fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**14. Standard Term - FAPIIS - Recipient Integrity and Performance**

Appendix XII to 2 CFR Part 200

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-federal entity during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings.

## 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### 4. Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

Financial Reporting – Non-Federal Entities are required to submit quarterly and annual financial reports (SF – 425). All SF - 425 are reported cumulatively.

Quarterly Reports – are due thirty (30) days following the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1.

Annual Reports – The first reflects the initial 12-month period. For example, awards issued on 10/01, the report period ends on 9/30 the following year and is due on 10/31. *Subsequent annual reports should build upon the previous annual report.*

Program Progress Reporting – Program Progress Reports are due quarterly, thirty (30) days following the end of the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1, unless otherwise stipulated in program special terms and conditions.

#### **15. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.**

It is important that Your clients and the general public are aware of the [grant program name] 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 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 (either independently or 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 may elect to use SBA’s logo on materials produced with Project Funds. You may contact the GMO 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)(13) above.

#### **16. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings**

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non- Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award.

#### **17. Standard Term - Mandatory Disclosures**

Consistent with 2 CFR 200.113, applicants and non-federal entity’s must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to

violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration  
Attention: Office of Grants Management  
409 3rd Street SW, Suite 5000  
Washington, DC 20416

AND

US Small Business Administration  
Office of Inspector General  
409 3rd Street SW, 5th Floor  
Washington, DC 20416

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 remedies for noncompliance, including suspension or debarment.

### **18. Lobbying Restrictions**

Per 2 CFR §200.450, Recipients are subject to the restrictions on lobbying as set forth in 2 CFR part 200.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

## **19. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

## **20. Non- Transferability**

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

## **21. Standard Term - Advancing Racial Equity and Support for Underserved Communities**

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at:

<https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government> )

## **22. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012- title2-vol1-sec175-15.pdf>.

### **Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons.**

a. Provisions applicable to a recipient that is a private entity.

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

### **23. Standard Term - Accessibility Provisions**

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

### **24. Standard Term - 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]."

**25. Standard Term - Data Collection and Performance Measurement:**

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes as reflected in the Notice of Funding Opportunity (NOFO) and are required to submit data per reporting requirements.

Please contact your GOTR for additional submission information.

**26. Standard Term - Procurement of Goods and Services:**

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. §§ 200.317-200.326. Additionally, when using Project Funds to procure supplies and/or equipment, 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.

**27. Standard Term – Audits**

If You are not subject to the requirements of the Single Audit Act, You must prepare an annual financial statement. If Your organization has been categorized as a high-risk entity by SBA due to financial and/or performance issues, you will be required to obtain an audited annual financial statement at your own expense until such time as Your organization is removed from the high-risk category.

Non-federal entities are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

**28. Standard Term – Recordkeeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance 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:

- i. 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.
- ii. Contact information for project clients and a log of the type and amount of assistance provided.
- iii. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- iv. 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. Unaudited financial statements are not an acceptable substitute.
- v. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- vi. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- vii. 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 SF-424B

Records may be kept in hard copy, electronic, or facsimile form and must be retained for no less than three years from the date the final project report is due. For further guidance regarding recordkeeping requirements, see 2 C.F.R. §§ 200.333 – 200.337.

## **29. Standard Term – Closeout Requirements**

All Final Reports are due within one hundred and twenty (120) days after the expiration of the project period. The following reports are required.

- Final payment document (SF-270)
- Final Federal Financial Report (SF-425)
- Final Performance Report
- De-obligation Letter

## **30. Standard Term - Ad Hoc Submissions**

Throughout the project period, SBA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll
- Invoices

- Consultant Contract documentation
- Proof of project implementation

### **31. Standard Term - Submitting Responses to Conditions and Reporting Requirements**

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Program Office and the Office of Grants Management (OGM).

### **32. Standard Term - UEI**

As of April 4, 2022, the Federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the Federal government use the Unique Entity ID created in SAM.gov.

If your entity is registered in SAM.gov, your Unique Entity ID has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity ID is located on your entity registration record.

### **33. Standard Term – Whistleblower Protection**

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA’s programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not “take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment” because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

#### **Reporting Fraud**

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or [OIGHotline@sba.gov](mailto:OIGHotline@sba.gov)(link sends e-mail).

### **34. Standard Term – Restrictions on Certain Types of Clients**

You may not utilize project resources to provide counseling 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).

### **35. Standard Term – 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 Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement No. [Number], [any existing policy documents You want them to follow (e.g., manuals, etc.)], 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 Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, You acknowledge Your acceptance of all these requirements.

## Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

- a. Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.
- b. Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- c. Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- d. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A governmental organization, which is a state, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. Overmatch(ed) – a level of matching contributions that exceeds the amount required.
- g. Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- h. Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.
- i. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- j. System of Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a non-federal entity. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).
- k. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

I. You – the non-federal entity organization (recipient) for the Award.

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subcontract Number:

028375M

**PTE Information**

Entity Name: Iowa State University of Science and Technology

Legal Address:  
1350 Beardshear Hall  
515 Morrill Rd  
Ames, IA 50011-2103

Website: <https://www.ospa.iastate.edu/>

**PTE Contacts**

Central Email: ospa-awards@iastate.edu

Principal Investigator Name: Lisa Shimkat

Email: lshimkat@iastate.edu

Telephone Number: 515-294-2037

Administrative Contact Name: Amy Arndorfer, Senior Award Administrator

Email: amarndor@iastate.edu or ospa-awards@iastate.edu

Telephone Number: 515-294-2316

COI Contact email (if different to above): coi@iastate.edu

Financial Contact Name: Manager, Sponsored Programs Accounting

Email: spa@iastate.edu

Telephone Number: 515-294-4569

Email invoices?  Yes

Authorized Official Name: Rebecca Musselman or designee

Email: ospa-awards@iastate.edu

Telephone Number: 515-294-5225

**PI Address:**

1805 Collaboration Place, Suite 1332  
Ames, IA 50010-9166

**Administrative Address:**

Office of Sponsored Programs Administration  
1138 Pearson Hall  
505 Morrill Rd  
Ames, IA 50011-2103

**Invoice Address:**

Sponsored Programs Accounting  
1350 Beardshear Hall  
515 Morrill Road  
Ames, IA 50011-2103

**Attachment 4**  
**Reporting and Deliverables**

Subcontract Number:

028375M

Subcontractor agrees to submit the following reports and deliverables (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's  within  days of the end of the month.
- Quarterly technical/progress reports will be submitted within  days after the end of each project quarter to the PTE's .
- Annual technical/progress reports will be submitted within  days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's  within  days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's  in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Not applicable

**Other Reports:**

- In accordance with 37 CFR 401.14, Subcontractor agrees to notify PTE's   days after Subcontractor's inventor discloses invention(s) in writing to Subcontractor's personnel responsible for patent matters. The Subcontractor will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Other Special Report and Deliverable Requirements:**

Descriptions and formatting details for all reports required by this Subcontract Agreement are contained in the Regional Director Manual, which is provided to each Regional Director by the SBDC State Office. The following reports shall be provided to the SBDC State Office:

A) Activity Performance Reports are required to be submitted semi-annually to the SBDC State Office via the America's SBDC Iowa Neoserra online data collection system. Reports are due ten (10) days after the end of each semi-annual period. Each report shall include narratives on activities in the categories referenced in the America's SBDC Iowa Regional Director Manual.

B) Monthly counseling and training activity data from SBDC Regional Center activity records shall be provided to the SBDC State Office by entering relevant data into Neoserra no later than the 10th day following the end of each month.

C) A minimum of two client-signed publicity releases shall be submitted to the SBDC State Office via email each year. These signed publicity releases should be from successful SBDC clients whose stories will make great marketing success stories.

D) Such other reports and information as may from time to time be requested by the SBDC State Office.

**Attachment 5  
Scope of Work and Budget**

Subcontract Number:

028375M

**Scope of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Federal Award Project Description*

**Budget Information**

|                             |   |  |
|-----------------------------|---|--|
| <b>Indirect Information</b> | Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> % | <b>Cost Sharing</b> <input type="text" value="Yes"/> |
| Rate Type:                  | <input type="text" value="Modified Total Direct Costs"/>          |  |

**Budget Details**  Below  Attached,  pages

**Budget Totals**

|                |    |  |
|----------------|----|--|
| Direct Costs   | \$ | <input type="text" value="40,050.00"/> |
| Indirect Costs | \$ | <input type="text" value="0.00"/>      |
| Total Costs    | \$ | <input type="text" value="40,050.00"/> |

*All amounts are in United States Dollars*

## Attachment 5

To the attached Subcontract with Western Iowa Tech Community College

### 1. SCOPE OF WORK.

The following work is to be accomplished in accordance with the Small Business Administration (SBA) regulations, the America's SBDC Iowa State Office Policy and Procedure Manual, the America's SBDC Iowa Regional Director Manual, and the America's SBDC accreditation standards.

To the extent required by Section 21(a) of the Small Business Act (15 U.S.C. 648(a)) provide basic, confidential individual business counseling to owners and would-be owners and managers of small and mid-size for-profit companies at no charge. Enterprises assisted must conform to SBA eligibility standards.

- a. Identify and utilize the established key relationships mentioned in the America's SBDC Iowa State Office Policy and Procedure Manual.
- b. Establish a referral system with banks, chambers of commerce, educational institutions, SCORE, trade groups, community groups and other entities that work with small businesses.
- c. Participate in current America's SBDC Iowa special programs.
- d. Prepare and submit required reports identified in this subcontract.
- e. Use and contribute to the America's SBDC Iowa website and other network services as developed.
- f. Assist the SBA in the achievement of state and national goals.
- g. As the year progresses, new opportunities to serve clients, associated organizations and communities may arise. SBDC Regional Centers will be expected to participate.

### 2. GEOGRAPHIC AREA OF RESPONSIBILITY.

Cherokee, Crawford, Ida, Monona, Plymouth, Woodbury counties

### 3. PROGRAM MANAGEMENT.

- a. Understand and participate in the America's SBDC Iowa strategic plan, preparing and utilizing a regional planning process and center action plan that supports the SBDC State Office's strategic plan.
- b. Ensure high quality counseling and training. This includes ensuring there are adequate safeguards protecting client confidentiality, and that clients are served on a timely basis.
- c. Cultivate a strong working relationship with the host institution, establishing the SBDC as a valued component of the institution's economic development efforts.
- d. Actively determine needs of the SBDC Regional Center's specific small business community and respond appropriately. This includes cultivating partnerships and networking with public and private firms to leverage the effectiveness of the SBDC and avoid duplication of services.
- e. Utilize a local advisory board per guidelines provided by the SBDC State Office, sending updated lists of Local Advisory Board Members yearly and minutes of Local Advisory Board meetings to the SBDC State Office on a timely basis.

- f. SBDC Regional Centers must provide a representative to the America’s SBDC Iowa State Advisory Board from their local advisory board. Any vacancies in a SBDC Regional Center representative to the State Advisory Board must be refilled within 60 days of resignation or term expiration date.
- g. Utilize students, faculty and other host institution resources effectively in delivery of services.
- h. Regularly communicate with funding sources, including legislators, the private sector and host institution.
- i. Cultivate a positive and open relationship with the SBDC State Office.
- j. If an SBDC Regional Center has an SBDC webpage on their host institution’s website, it must comply with SBDC State Office directives. The America’s SBDC Iowa logo must be prominently displayed in all electronic and print communications, including, but not limited to, websites, business cards, stationery, brochures, training materials, pamphlets, etc. Iowa State University must also be referenced on the SBDC Regional Center’s host institution’s SBDC webpage as the America’s SBDC Iowa statewide program host institution.
- k. Update all marketing materials to comply with the America’s SBDC Brand Guidelines. These new materials should be sent electronically to the SBDC State Office for approval prior to printing. Samples of all updated and new marketing materials must be sent in to the SBDC State Office when printed. All marketing materials and publications, including brochures, websites, advertising, pamphlets, training materials, manuals, etc., must acknowledge the support of the U.S. SBA as outlined in the America’s SBDC Iowa Regional Directors Manual. Business cards must be printed by the SBDC State Office.
- l. Actively participate in the America’s SBDC Iowa annual awards programs.
- m. The SBDC Regional Director and any full-time counselors must earn an approved Certified Business Advisor (CBA) designation within one year of commencing employment.
- n. Perform such other SBDC-related duties as may from time to time be requested by the SBDC State Office.

**4. GOALS**

| <u>Counseling</u>                      | <u>Annual</u> |
|--|---------------|
| Number of New Business Start-ups*      | 11            |
| Amount of Capital Infusion*            | \$3,209,341   |
| Number of Jobs Created                 | 74            |
| Number of Clients Counseled*           | 210           |
| Amount of Counseling Hours             | 699           |
| Sales Increases                        | \$2,416,370   |
| Number of Underserved Clients (Rural)* | 125           |
| Number of Capital Events*              | 35            |
| Client Satisfaction Survey Percentage  | 90%           |

\*These goals are SBA requirements.

CY 2024

**Budget Sheet - Contract Funds**

Western Iowa Tech

1/1/2024-12/31/2024

|                                 | SBA<br>CONTRACT<br>FUNDS | STATE<br>CONTRACT<br>FUNDS | TOTAL<br>CONTRACT<br>FUNDS | CENTER<br>MATCH | TOTAL<br>FUNDS |
|---------------------------------|--------------------------|----------------------------|----------------------------|-----------------|----------------|
| <b>SALARIES, WAGES, TUITION</b> |                          |                            |                            |                 |                |
| Director                        | 5,805                    | 21,256                     | 27,061                     | 17,120          | 44,181         |
| Assoc. Directors                |                          |                            | 0                          |                 | 0              |
| Professional Staff              |                          |                            | 0                          |                 | 0              |
| Grad/Students                   |                          |                            | 0                          |                 | 0              |
| Administrative Staff            |                          |                            | 0                          | 0               | 0              |
| Total Employees                 | 5,805                    | 21,256                     | 27,061                     | 17,120          | 44,181         |
| <b>BENEFITS</b>                 | 2,786                    | 10,203                     | 12,989                     | 8,218           | 21,207         |
| <b>CONSULTANTS</b>              |                          |                            | 0                          |                 | 0              |
| <b>TRAVEL</b>                   |                          |                            |                            |                 |                |
| In-State Travel                 |                          |                            | 0                          | 5,000           | 5,000          |
| Out of State Travel             |                          |                            | 0                          | 3,500           | 3,500          |
| <b>PERMANENT EQUIPMENT</b>      |                          |                            | 0                          |                 | 0              |
| <b>SUPPLIES</b>                 |                          |                            | 0                          | 200             | 200            |
| Sub-Total                       | 2,786                    | 10,203                     | 12,989                     | 16,918          | 29,907         |
| <b>OTHER</b>                    |                          |                            |                            |                 |                |
| Telephone                       |                          |                            | 0                          |                 | 0              |
| Postage                         |                          |                            | 0                          |                 | 0              |
| Printing & Copying              |                          |                            | 0                          |                 | 0              |
| Computer Service & Maintenance  |                          |                            | 0                          |                 | 0              |
| Meetings/Trainings              |                          |                            | 0                          | 1,500           | 1,500          |
| Research & Publications         |                          |                            | 0                          |                 | 0              |
| Certification/Dues              |                          |                            | 0                          |                 | 0              |
| Facilities                      |                          |                            | 0                          |                 | 0              |
| Marketing                       |                          |                            | 0                          | 704             | 704            |
| Total Other                     | 0                        | 0                          | 0                          | 2,204           | 2,204          |
| <b>TOTAL DIRECT COSTS</b>       | 8,591                    | 31,459                     | 40,050                     | 36,242          | 76,292         |
| <b>INDIRECT COST CHARGES</b>    |                          |                            | 0                          |                 | 0              |
| <b>TOTAL</b>                    | 8,591                    | 31,459                     | 40,050                     | 36,242          | 76,292         |

**Attachment 6**  
**Other Attachments**

No additional attachments are included in this Subcontract

1. SBDC Financial Report (Invoice) Example
2. Program Income Account Statement Example
- 3.
- 4.
- 5.
- 6.

Small Business Development Center Financial Report

| CENTER NAME                    | CENTER LOCATION (CITY) |                 | FOR THE PERIOD               |
|--------------------------------|------------------------|-----------------|------------------------------|
| XXXXX                          | XXXXX                  |                 | MONTH YEAR                   |
|                                | A. Contract funds      | B. Center Match | COMMENTS                     |
| SALARIES, WAGES, TUITION       |                        |                 |                              |
| Director                       | \$ _____               | \$ _____        | _____                        |
| Asst. or Assoc. Director       | _____                  | _____           | _____                        |
| Professional Staff             | _____                  | _____           | _____                        |
| Grad/Students                  | _____                  | _____           | _____                        |
| Administrative Staff           | _____                  | _____           | _____                        |
| BENEFITS                       |                        |                 |                              |
| CONSULTANTS                    |                        |                 |                              |
| TRAVEL                         |                        |                 |                              |
| In-State Travel                | _____                  | _____           | _____                        |
| Out of State Travel            | _____                  | _____           | _____                        |
| PERMANENT EQUIPMENT            |                        |                 |                              |
| SUPPLIES                       |                        |                 |                              |
| OTHER                          |                        |                 |                              |
| Telephone                      | _____                  | _____           | _____                        |
| Postage                        | _____                  | _____           | _____                        |
| Printing & Copying             | _____                  | _____           | _____                        |
| Computer Service & Maintenance | _____                  | _____           | _____                        |
| Meetings/Training              | _____                  | _____           | _____                        |
| Research & Publications        | _____                  | _____           | _____                        |
| Certifications/Dues            | _____                  | _____           | _____                        |
| Facilities                     | _____                  | _____           | _____                        |
| Marketing                      | _____                  | _____           | <b>**Prior approval Req.</b> |
| TOTAL DIRECT COSTS             | 0.00                   | 0.00            | _____                        |
| TOTAL THIS PERIOD              | _____                  | _____           | _____                        |
| Total Previous Reports         | _____                  | _____           | _____                        |
| TOTAL TO DATE                  | \$ _____               | \$ _____        | _____                        |

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)."

\_\_\_\_\_  
Signature - SBDC Regional Director Date

\_\_\_\_\_  
Signature - Subcontractor's Financial Officer Date

**PROGRAM INCOME ACCOUNT STATEMENT**

**SBDC**

**FOR MONTH OF:** \_\_\_\_\_  
(Month & Year)

**BEGINNING BALANCE**

\$ \_\_\_\_\_

**INCOME:**

|                         | Description | Amount |
|-------------------------|-------------|--------|
| Training (workshops)    |             |        |
| Sale of Books, etc.     |             |        |
| Trade Shows             |             |        |
| Other (please describe) |             |        |
| <b>Total Income:</b>    |             | 0.00   |

**EXPENDITURES:**

|                                 |  |      |
|---------------------------------|--|------|
| Personnel                       |  |      |
| Fringe                          |  |      |
| Professional Services (consult) |  |      |
| Travel                          |  |      |
| Supplies                        |  |      |
| Other (please describe)         |  |      |
| <b>Total Expenditures:</b>      |  | 0.00 |

**ENDING BALANCE**

\$ \_\_\_\_\_ 0.00

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)."

\_\_\_\_\_  
Signature - SBDC Regional Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Subcontractor's Financial Officer

\_\_\_\_\_  
Date