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**NOTICE OF AWARD  
REVISED TERMS AND CONDITIONS**

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**I. ADMINISTRATIVE PROVISIONS**

**A. Points of Contact – THIS INFORMATION WILL BE PROVIDED AT COUNTERSIGNATURE.**

**1. Grants Management Specialist/Officer (GMS/GMO)**

Name:  
Address: U.S. Small Business Administration  
Office of Women's Business Ownership  
409 Third Street, SW, 6<sup>th</sup> Floor  
Washington, DC 20416  
  
Telephone Number:  
Facsimile Number:  
E-mail Address:

**2. Program Manager**

Name:  
Address: U.S. Small Business Administration  
Office of Women's Business Ownership  
409 Third Street, SW, 6<sup>th</sup> Floor  
Washington, DC 20416  
  
Telephone Number:  
Facsimile Number:  
E-mail Address:

**3. District Office Technical Representative (DOTR)**

Name:  
Address:  
  
Telephone Number:  
Facsimile Number:  
E-mail Address:

**4. Program Point of Contact for Reporting Fraud, Waste, or Abuse**

Name: Sandra Wells  
Address: U.S. Small Business Administration  
Office of Women's Business Ownership  
409 Third Street, SW, 6<sup>th</sup> Floor  
Washington, DC 20416  
  
Telephone Number: 202-205-6693  
Facsimile Number: 202-481-5452  
E-mail Address: [sandra.wells@sba.gov](mailto:sandra.wells@sba.gov)

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**B. Project and Budget Periods**

The period of performance for this Award will consist of a base period of 12 months and 4 option periods of 12 months each for Initial Phase WBC projects and 2 option periods of 12 months each for Renewal Phase WBC projects (if exercised).

The base and option periods for this Award will run as shown in block 4 of the Notice of Award or page 2 of the SF-30.

The base period and each option period will constitute a separate budget period. Option periods will be exercised at the sole discretion of SBA. For further guidance regarding the exercise of option periods, see Part III(A)(13) below.

**C. 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, including all appendices, and any other relevant, subsequently enacted laws.
2. Program Announcement OWBO-2012-01, OWBO-2012-02, or OWBO-WKPLN2012-13, the Women's Business Center Project Guide, 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 SBA 1222, Notice of Award cover Page or Block 15B of the SF-30, Amendment of Solicitation/Modification of Contract, You acknowledge Your acceptance of all these requirements.

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**II. SPECIAL TERMS AND CONDITIONS**

**A. Time-sensitive Actions Required**

**You, the Recipient, must:**

1. Within 10 business days of receipt, mail to OWBO, two signed originals of this Notice of Award (using blue ink) along with the following items listed below:
2. Fill in on the next line Your organization's fiscal year:  
**Month/Day** \_\_\_\_\_ through **Month/Day** \_\_\_\_\_
3. A copy of Your conflict of interest policy signed by all current employees, contractors (which include consultants), and instructors providing services to the WBC project. Updates may be submitted quarterly, thereafter, as necessary.
4. Any document submitted with Your application that has changed since initial submission. (**NOTE:** This does not include budget, key personnel, and/or technical scope changes. If changes are required in any of these areas, You must contact OWBO immediately.
5. Funds may not be disbursed under this award until this Notice of Award with an approved budget is countersigned by the SBA and the prior year award (if applicable) has been reconciled and closed out.

**B. Grant Recipient Responsibilities**

You, the Recipient, acknowledge You will:

- Comply with the requirements and authorities set forth in Parts I(C) above and III(A)(20) below.
- Conduct the project funded under this Award in accordance with Your approved Technical Proposal, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with Part III(A)(15) below.
- Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.

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- Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
- Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- Promote SBA programs, products, and services to clients, as appropriate.
- Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- Provide at least 40 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.

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

- Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 30 days after they cease their involvement with the project.
- Counseling Activity Reports – Collect all counseling activities of the WBC on SBA Form 641, Counseling Information Form (or an equivalent form). Data gathered by this form must meet the minimum requirement as stipulated by the Office of Entrepreneurial Development's (OED) EDMIS database. SBA Form 641 must be signed by the client and retained by the WBC either electronically or in hard copy.
- Training Activity Reports – Report small business management training activities of the WBC on SBA Form 888, Management Training Report (or a comparable or electronic form).

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- Client Evaluation Forms – Evaluations of WBC services or client satisfaction surveys must be collected from clients who received continuous counseling or attend a WBC training event. Hard copies of these evaluations must be retained by the WBC. You should develop internal procedures to ensure that evaluations are performed and documentation is on file.
- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- Submit and update information to USASpending.gov, as required.

### **C. SBA Responsibilities**

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

- Carry out the duties and responsibilities imposed on it by the statutes and regulations governing this program.
- Respond to requests for guidance or information related to the Women's Business Center program.
- Respond to requests for Agency participation and collaboration in project activities, as appropriate.
- Promote the project by referring interested parties to You for assistance and displaying Your printed materials.
- Facilitate cooperation and coordination between You, other SBA resource partners, and other Federal agencies.
- Review and act upon requests for modifications to Your technical proposal, budget, Key Personnel, project/budget period, and other project parameters.
- Review and act upon Your reports and payment requests.
- Where authorized by law, share SBA resources and/or donated materials.

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- Negotiate annual client goals with the WBC through the District Office with OWBO input.
- Maintain current and updated WBC contact information.
- Monitor the WBC to ensure that federal funds are used effectively and efficiently. This includes but is not limited to:
  - a) reviewing counseling and training records and files.
  - b) reviewing policies and procedures related to performance under this agreement.
  - c) interviewing WBC clients to determine satisfaction with WBC services.
- Verify that the WBC has adequate policies and procedures in place to monitor the receipt and expenditure of program income to ensure its proper use.
- Review performance reports (including narrative and data reports) and financial records for completeness and accuracy.
- Conduct Mid-Year and Year-End Reviews as part of the Programmatic and Financial Review of the WBC.
- Include the WBC in local SBA events for women entrepreneurs, including conferences, workshops, and speaking engagements, etc.

**III. GENERAL TERMS AND CONDITIONS**

**A. Administrative Requirements**

This Award is subject to the requirements listed below. For further guidance regarding the administrative requirements applicable to this Award see 2 C.F.R. Part 215.

**1. 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

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pledged as collateral or security. For further guidance regarding the prior approval process, see Part III(A)(15) below.

### **2. Subgranting/Subcontracting**

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

You may follow Your own procurement policies and procedures when contracting with Project Funds, but You must comply with the requirements of 2 C.F.R. § 215.40 - 215.48.

The following additional rules apply to contracts involving less than \$25,000.00 in Project Funds:

- You do not need to submit copies of the proposed contracts to the DOTR for approval before executing them.
- The contracts are not required to be awarded via competition.

The following additional rules apply to contracts involving \$25,000.00 or more in Project Funds:

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

### **3. Record-Keeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic audit or examination of this project. You must make these

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records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- Counseling Activity Reports – Collect all counseling activities of the WBC on SBA Form 641, Counseling Information Form (or an equivalent form). Data gathered by this form must meet the minimum requirement as stipulated by the Office of Entrepreneurial Development's (OED) EDMIS database. SBA Form 641 must be signed by the client and retained by the WBC either electronically or in hard copy.
- Training Activity Reports – Report small business management training activities of the WBC on SBA Form 888, Management Training Report (or a comparable or electronic form).
- Client Evaluation Forms – Evaluations of WBC services or client satisfaction surveys must be collected from clients who received continuous counseling or attend a WBC training event. Hard copies of these evaluations must be retained by the WBC. You should develop internal procedures to ensure that evaluations are performed and documentation is on file.
- An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 215.34(f), as appropriate.
- 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.
- Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.

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

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.

#### **4. Protection of Client Information**

Except where a Client consents in writing, You are not permitted to disclose any Client Information to a third party (or share such information with other units of Your organization not directly involved in the conduct of this project) without SBA approval. For further guidance regarding the prior approval process, see Part III(A)(15) below.

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

- the Client consents in writing;
- a court orders such disclosure; or
- SBA determines it is necessary for the purpose of conducting programmatic or financial examinations or Client surveys.

#### **5. Reporting Requirements**

You must submit the reports listed below no later than 30 days after the end of each quarter (with the exception of the annual Economic Impact Data which is due 30 days after the end of the 4th quarter only).

The quarterly reporting periods for this Award are as follows:

- September 30 – December 31
- January 1 – March 31
- April 1 – June 30
- July 1 – September 29

#### **6. Performance Reports**

- a) In accordance with the schedule listed in Part III(A)(5) above, You must send Your Performance Progress Reports using Standard

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Form PPR (SF-PPR), by e-mail to Your Program Manager and DOTR.

You must attach a narrative to Your SF-PPR that details the following:

- All project accomplishments for the reporting period, including a comparison between actual accomplishments and those established in the negotiated project goals. Where You failed to achieve the required goals, You must explain the reason(s) for that shortfall and explain how You will bring project performance back into alignment with the goals or a detailed statement of how women business owners will be better served if the goals are revised.
- Any lessons learned, best practices identified, problems encountered and steps taken to address those problems.
- Assistance provided to other small-business and community economic-development organizations, such as providing counseling, training and outreach to faith-based and community organizations that devote a significant portion of their activities to support the needs of small businesses.
- A brief summary of actual financial expenditures of budget cost categories versus the approved budget and milestones, including an explanation of any cost overruns.
- Other pertinent information including—
  - (a) Cost(s) of client tuition, if any.
  - (b) Number of economically disadvantaged clients receiving scholarships for client tuition.
  - (c) Changes in approved key personnel; (Note: this information is used for reporting only and not as a method for requesting approval for key personnel.
  - (d) List of success stories that the WBC has submitted to the district office public information officer for clearance.

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**7. Electronic Data Management Information System (EDMIS) Report**  
Data of Counseling & Training Activities -

- a) You must either manually enter performance data or upload batch files to the EDMIS system, the Office of Entrepreneurial Development's (OED) centralized data collection system (or other system as designated by the SBA) as their primary Management Information System (MIS) if the system meets all of its MIS needs. However, You may also choose to maintain an existing or complementary system if it requires more extensive data collection.
- b) You may review and correct data for 5 business days following the 30 day window at the close of the quarter.
- c) The data collection tools are:
  - (i) Counseling Information Form, SBA Form 641, Parts I, II and III; and
  - (ii) Management Training Report, SBA Form 888 or their equivalents. You must complete the SBA Form 888 in its entirety and include all program income generated.

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

**8. Financial Reports**

In accordance with the schedule listed in Part III(A)(5) above, You must submit Your Federal Financial Reports to Your grants management specialist by e-mail using Standard Form 425 (SF 425).

You must provide detailed information regarding Your actual expenditures broken down by the same cost category line items identified in Your approved budget. SBA recommends use of the A10C-16 Detailed Expenditures Worksheet (in its original Excel format) for this purpose, but You may present the detailed cost data using Your own format provided that format addresses all the required categories of information.

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

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

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

You must include a narrative explanation each time You make changes to Your approved budget over 10% (in aggregate) of the total Project Funds. For further guidance on varying from budgeted cost category amounts, see Part III(B)(4) below.

### **9. HHS Payment Management System**

- a) You must submit the electronic PSC 425 as instructed by HHS within 30 days after each quarter. You should not confuse the PSC 425 report with the SF-425. Do not email a copy of Your PSC 425 report to OWBO.

You are urged to submit Your electronic PSC 425 during the same reporting time frame as Your financial reports, which will facilitate the drawdown process.

- b) For technical assistance regarding the HHS Payment Management System, You may contact the Accounts Representative at (301) 443-2090 or the Payment Management System Help Desk at (1-877) 614-5533. The hours of operation are 7:00 a.m. – 6:00 p.m. EST/EDT.

### **10. Economic Impact Data**

- a) You must submit the economic impact data to OWBO via the EDMIS Impact Data Entry Screen.

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- b) You must follow up with current clients from only the awarded budget period (the current fiscal year) to gather and report the following economic impact data mandated by Congress:
- (i) the number of individuals receiving assistance.
  - (ii) the number of startup business concerns formed.
  - (iii) the gross receipts of assisted concerns.
  - (iv) the employment increases or decreases of assisted concerns.
  - (v) to the maximum extent practicable, increases or decreases in profits of assisted concerns.

**11. Additional Data Submission Requirements**

In addition to the quarterly reports discussed in Parts III(A)(6) through (10) above, You must also submit Your annual audited financial statement to Your DOTR, Program Manager, and Grants Management Specialist no later than 120 days after the conclusion of Your organization's fiscal year.

**12. Project and Program Integrity**

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

You must avoid both organizational and individual conflicts of interest and Your organization may not assist clients with whom it or its principals have business relationships, or in which it or its principals hold financial interests, whether based on debt or equity. Furthermore, You must not permit Your employees or agents to assist clients in which they or their immediate family members have financial interests. Your organization, principals, employees, and agents also must not take advantage of any involvement in this project to direct or refer clients to outside business endeavors in which they or their immediate family members have financial interests.

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You, Your principals, employees, and agents are obligated to report all instances of fraud, waste, or abuse related to this project or to the OWBO Program Point of Contact designated in Part I(A)(4) above. If, in Your view, that individual does not satisfactorily address its allegations of fraud, waste or abuse, You should report the matter to SBA's Office of Inspector General via the online complaint submission system at [http://web.sba.gov/oigcss/client/dsp\\_welcome.cfm](http://web.sba.gov/oigcss/client/dsp_welcome.cfm) or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385.

### **13. Exercise of Option Periods**

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

If You fail to submit Your updated SF 424 before this deadline ends, SBA may reverse its prior decision and decline to exercise the option period. Disputes regarding SBA's decision to exercise or decline an option period will be handled in accordance with Part III(A)(21) below.

### **14. Project Closeout**

For general guidance regarding project closeout procedures, see Subpart D of 2 C.F.R. Part 215.

At the end date of this Award (i.e., after the base period concludes and all available option periods have been exercised or declined and any no cost extension has expired, as applicable), this project will cease and You may not incur any new reimbursable expenses. You must submit Your final performance and financial reports and Your final requests for payment within 90 calendar days of the project end date. If You do not submit Your final payment requests within 90 days of the project end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You. If You have received a follow-on award under the Women's Business Center Program, You may request permission from SBA to carryover any unexpended Project Funds remaining under

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this Award to that follow-on award in accordance with Part III(B)(11) below.

If You have not received a follow-on award, You must include a list of all equipment purchased with Project Funds along with Your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the DOTR how to should dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 215.34. Where You have unexpended Program Income remaining at the end date of this Award, You must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding Program Income, see Part III(B)(7) below.

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

### **15. Actions Requiring Prior Approval**

The SBA Program Office reserves the right to require prior approval of the following activities, based on Your record of performance:

- Changing the scope of the project (including increasing or reducing the number of any category of approved activities, adding new activities, or altering the project service area), or amending the approved project milestones;
- Making changes to Your approved budget over 10% (in aggregate) of the total Project Funds;
- Charging costs under a previously unbudgeted, unapproved cost category;
- Changing Your Key Personnel;

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- Entering into a contract calling for the expenditure of \$25,000.00 or more in Project Funds, or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$25,000 or more in aggregated Project Funds;
- Implementing a new website or the addition of new categories of web content or services that are not required by the program legislation or described in Your proposal (including amendments);
- Disclosing or sharing Client Information; and
- Establishing new sources of Program Income that You have not previously utilized and did not describe in Your proposal (including amendments).

You must submit requests for prior approval via e-mail to the DOTR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 215.25 and 2 C.F.R Part 230, Appendix B, ¶ 15 for further guidance regarding prior approval requirements, as applicable.

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

It is important that Your clients and the general public are aware of the Women's Business Center Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must 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.

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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

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without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(15) above.

**17. Project Website**

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgement of support clause in a prominent location in accordance with Part III(A)(16) above. In addition, project websites are subject to the prior approval requirements of Part III(A)(15) and the project closeout requirements of Part III(A)(14) above.

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

**18. Co-Sponsored Activities**

Your organization and SBA may collaborate on or co-host activities within the scope of this Award without the need for a separate written agreement. However, where a proposed activity involves third party contributors, co-hosts, or co-sponsors or is outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement.

**19. 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:

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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].

### **20. Applicable Law**

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs) You submitted as part of Your approved application:

- 5 U.S.C. App. 1 (Inspector General Act of 1978);
- 15 U.S.C. § 631 et seq. (Small Business Act);
- 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- 49 U.S.C. App. 1517 (Fly America Act);
- 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
- 13 C.F.R. Part 146 (Restrictions on Lobbying);
- 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);

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- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency); and
- Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving).

**21. Dispute Resolution**

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

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

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

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

- a. Your organization's name and address;
- b. Identification of the relevant SBA program office and the Award number;
- c. A statement of the facts underlying the dispute and the basis for the appeal (i.e., a specific explanation as to why You believe SBA's decision was incorrect);
- d. Copies of any documents or other evidence supporting the appeal;
- e. A request for the specific relief desired on appeal; and

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

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

**22. Termination/Suspension/Enforcement**

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

**B. Financial Requirements**

This Award is subject to the requirements listed below. For further guidance regarding the cost principles applicable to this award see 2 C.F.R. Part 230.

**1. Charging Costs to this Award**

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

- Transactions with suspended or debarred entities, as discussed in Part III(B)(2) below;

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

**2. Transactions with Suspended or Debarred Entities**

You cannot use Project Funds or Project Resources to provide services to individuals or firms that are currently under suspension or debarment by a Federal agency. In addition, You cannot use Project Funds to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred.

You are responsible for verifying that entities paid or assisted with Project Funds or Project Resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this Award. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (<https://www.sam.gov/>). For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

**3. Liability/Indemnification**

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely Your responsibility. SBA will not indemnify You or Your employees or officers and, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. Part 230, Appendix B, ¶ 22, as appropriate.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between Your organization and third parties. SBA will have

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no involvement in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties which are subsequently determined to have been unallowable or otherwise improper.

**4. Adherence to the Approved Budget**

You must expend Project Funds in accordance with Your approved budget. However, You have the discretion to vary from the amount budgeted under any individual cost category by +/-10 percent. Before incurring any expenses that would cumulatively result in changes in excess of 10 percent to the approved budgeted cost categories, or which involve charging costs under a previously unbudgeted, unapproved cost category, You must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA. For further guidance regarding the prior approval process, see Part III(A)(15) above.

**5. Funds from Multiple SBA Awards**

If Your organization holds any other current financial assistance awards from SBA, You must avoid commingling of funds and overlapping or double-claiming of costs among those awards. You must treat each project as separate and discrete with individual reporting, accounting, and audit trails.

**6. Matching Contributions**

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

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

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

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

For each Federal Financial Report and SF 270 (Request for Advance or Reimbursement) You submit, You must indicate the amount of match (i.e., the "Non-Federal Share") expended. If the amount of match You list on Your Federal Financial Report or SF 270 does not meet the required level of match, You must attach an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement. For additional guidance regarding the payment process, see Part III(B)(10) below.

If You are chronically or seriously Undermatched, You will not be eligible to receive advance payments for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If You are Undermatched at the end of a Budget Period, You will be required to remit to SBA all Federal funds You received but were unable to match. Furthermore, if You fail to meet Your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action as it deems appropriate. For additional guidance regarding enforcement actions under this Award, see Part III(A)(22) above.

You are required to report all match on Your SF 270 or SF 425. However, if You choose to report Overmatch to SBA, You may use that Overmatch to offset any disallowed payments for the relevant Budget Period. Overmatch may not be carried over to subsequent Budget Periods. It may only be counted for the Budget Period in which it was expended.

For further guidance regarding matching contributions, see 2 C.F.R. § 215.23.

### **7. Disposition of Program Income**

Program Income generated under this Award must be: (1) added to the Project Funds and used to further eligible project or program objectives;

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(2) applied toward satisfying the match requirement; or (3) used to reduce the Federal share of the project. In addition, on each SF 425 You submit You must note all Program Income earned and expended during that reporting period. For further guidance regarding Program Income, see 2 C.F.R. § 215.24.

**8. Refunds of Award Expenses**

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

**9. Financial Stability**

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

For further guidance regarding enforcement actions SBA may take under this Award, see Part III(A)(22) above. For further guidance regarding debarment, see 2 C.F.R. Parts 180 and 2700.

**10. Payment**

For general guidance regarding payments under this Award, see 2 C.F.R. § 215.22. You must avoid accumulating Federal funds in excess of current disbursement needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions see Part III(B)(6) above.

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

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- It is expected that You expend cash and in-kind resources at the approximate pace of federal funds expenditures (except for first quarter). Cash match expenditures are monitored quarterly; however, a thorough evaluation will be made mid-year to ensure that the center is on pace to meet the annual cash match requirement.
- Payments are provided electronically through the Department of Health and Human Services Payment Management System (PMS).
- Payments will be made by advance, not to exceed 25% of the federal share of the award, for the first, second and third quarters, and by reimbursement at the end of the fourth quarter. Advances will not be provided for fourth quarter or final payments.
- OWBO retains the authority to adjust the amount of payments or instruct You to return to the reimbursement method of requesting payments.
- The WBC Director will receive an e-mail notification from OWBO authorizing the drawdown of funds for each quarter.
- The contact information for the person authorized to draw down funds for Your WBC project must be kept up-to-date and any changes must be provided to OWBO immediately using the HHS Division of Payment Management - Payment Management System Access Form. The revised form must be mailed to OWBO to the attention of the SBA/HHS Liaison.

### **Advance payment process:**

- First Quarter Advance  
Your first quarter advance will be authorized after SBA has countersigned the Notice of Award with an approved budget and closed out Your prior year award, as applicable.
- Second Quarter Advance  
OWBO will authorize the second quarter advance simultaneously with the first quarter advance; however, the second quarter advance may not be drawn down until January 1.

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- Third Quarter Advance  
OWBO will authorize drawdown of the third quarter advance after receipt of Your second quarter financial report and after reconciliation of all prior quarters' expenses is completed.
  
- Fourth Quarter Reimbursement  
You must submit the SF-270, Request for Reimbursement, along with Your fourth quarter financial report, as instructed in the Reporting Requirements.

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

You are responsible for submitting all payment requests in a timely manner. **SBA will not process any payment request You submit more than 90 calendar days after the conclusion of the relevant Budget Period.** For further guidance regarding project closeout procedures, see Part III(A)(14) above.

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

You must deposit and maintain advances of Federal funds in interest-bearing, FDIC-insured accounts. You are encouraged to use banks that are at least 50 percent owned by women or minorities. If You do not fully expend an advance payment within 30 calendar days of disbursement, You must promptly refund any remaining amount to SBA. For further guidance regarding interest earned on advances of Federal funds, see 2 C.F.R. § 215.22.

### 11. Request for Carryover of Funds

If SBA has notified You in writing that You will receive a follow-on award at the conclusion of this Award, You may request permission to carryover any unexpended funds remaining under this Award to Your follow-on award. SBA reserves the right to offset the amount of the follow-on award by the amount of carryover, as it deems appropriate. Carryover funds may

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not be commingled with follow-on award funds and must be reported and accounted for separately with their own audit trail. Funds made available under this Award may not be carried over more than once and must be fully expended before You will be permitted to draw down any Federal funds provided under Your follow-on award.

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

Include the following in your Carryover of funds request:

- Revised SF 424 package (i.e., SF-424, 424A; 424B, B10-16, and Certification Cash Match and Program Income and Sources of Match)
- Narrative explaining why the funds were not expended during the period in which they were awarded;
- Evidence of match. The match requirement for carryover funds can be met by using new or previously unexpended, unreported match from the current Budget Period, an increase in funds pledged to the follow-on award by the Recipient, or any combination of these. Note: In-Kind services performed during the current Budget Period may not be carried over to a subsequent Budget Period even if they were not previously claimed as match.

#### **IV. DEFINITIONS**

See Appendix A.

#### **V. PROCEDURES FOR THE SUSPENSION, TERMINATION, AND NON-RENEWAL OF COOPERATIVE AGREEMENTS FOR WOMEN'S BUSINESS CENTER PROJECTS**

See Appendix B.

#### **VI. Appendix C, Women's Business Center Guide.**

See Appendix C.

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### APPENDIX A: DEFINITIONS

1. **Budget period** – The period in which expenditure obligations are incurred by the WBC. For the purposes of this cooperative agreement, the budget period will be from September 30 through September 29.
2. **Client** – The client is the business, if it exists. In the case of a prospective business, the client is the individual.

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

AND

At least one of the following:

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

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

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

3. **Closure** – A period of time when the WBC plans to cease operations, such as a national holiday, annual local event or other extended period of time.
4. **Contribution/donations** – Funds received by the WBC with no conditions and that may be used as match or overmatch in the year expended. Federal funds or amounts reported as match may not be used as contributions to others.
5. **Contact hours** – The amount of time spent directly interacting with a business or individual client.
6. **Co-hosted training (collaborative)** – See **Training**.

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7. **Counseling** – Services provided to an individual and/or business that are:
- Substantive in nature and require assistance from a resource partner or district office personnel in the formation, management, financing, and/or operation of a small business enterprise
  - Specific to the needs of the business or individual; and
  - Require a signed SBA Form 641 or equivalent form.
- Face-to-face counseling** – Meets the definition of “counseling” and the initial face-to-face counseling session should be no less than one hour (preparation time may not be included in this initial calculation) and includes any counseling session thereafter regardless of time.
- Long-term counseling** – Meets the definition of “counseling” and includes 5 or more hours of contact and prep time per individual or business during that federal fiscal year or any prior year.
- Online or telephone counseling** – Meets the definition of “counseling” and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA-approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s). (In states that accept electronic signatures, it may contain an electronic signature. In states that do not accept electronic signatures, the form must have an original signature.) Online or telephone counseling should be no less than 30 minutes initially (preparation time may be included in the initial consultation and the total time may include several electronic questions and responses that cumulatively add up to 30 minutes).
8. **Distance learning** – The process of connecting learners with remote and multiple resources. Such learning uses communication technologies to stimulate continuous and lifelong. The technologies used video, audio, computer, satellite, audio-graphic and print technologies.
9. **Electronic commerce (eCommerce)** – Electronic commerce refers to all aspects of business and market processes enabled by the Internet and other digital technologies.
10. **Face-to-face counseling** – See **Counseling**.
11. **Goals and initiatives** – WBC goals are those established in collaboration with OWBO and the SBA district office.
12. **Grants management officer (GMO)** – The SBA official with delegated authority to obligate federal funds by signing the notice of award.
13. **In-kind contribution** - A non-cash match contribution based on the value of goods and services that are provided to the project.

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14. **Key personnel** – An employee who devotes at least 50 percent of her/his time to the project and who serves in a position/role that is vital to the successful operation of the WBC (e.g., program director, etc.).
15. **Long-term counseling** – See **Counseling**.
16. **Nascent (pre-venture) entrepreneur** – see **Client**.
17. **Online or telephone counseling** – See **Counseling**.
18. **Online training** – See **Training**.
19. **Other personnel** – Any employee who provides services that support the WBC Program but whose role is not vital to the project.
20. **Preparation time (hours)** – the amount of time spent preparing and researching information for a business or individual client.
21. **Program director** – A full-time (40 hrs per week) employee whose time is dedicated 100 percent to managing the day-to-day operations of the WBC. The program director’s responsibilities include but are not limited to:
  - Ensuring that WBC program and services are delivered in accordance with the program announcement, notice of award, regulations and statute.
  - Ensuring that the WBC is compliant with the program announcement, notice of award, regulations, statute and OMB circulars.
  - Ensuring that all communications from the Office of Women’s Business Ownership are provided to the appropriate parties of the WBC.
22. **Program funds** – Includes all SBA/WBC federal cash, non-federal cash, in-kind and program income reported on the approved budget, and all matching and overmatch expenditures reported on the SF-425. It does not include other funds under Your umbrella.
23. **Program income** – Gross income earned by You that is directly generated by an activity supported with project funds or earned as a result of the award. Program income includes, but is not limited to, income from fees for training or other services provided to clients, the use or rental or real or personal property acquired under federal- funded projects, the sale of commodities or items fabricated under an award, and license fees and royalties or patents and copyrights. **Note:** program income is **not** funds donated to the WBC by the host organization (if applicable). This is considered a cash donation.
24. **Recipient organization** – An applicant organization for which funding is approved and that enters into a cooperative agreement with the SBA. The recipient organization receives the funds and is responsible for establishing the WBC as an entity within the organization.

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

26. **Socially and Economically Disadvantaged**

**Socially Disadvantaged**

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

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

**Economically disadvantaged individuals** – For WBC Program purposes

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

**Economically disadvantaged communities** – for WBC Program purposes

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

27. **Start-up business** – See **Client**

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

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

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

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

29. **Training** – An activity or event in which counselors, staff or external trainers from a resource partner, district office, or SBA co-sponsor deliver a structured program of knowledge, information or experience on an entrepreneurial or business-related subject. The training must last for a minimum of one hour.
30. **Co-hosted training (collaborative)** – Meets the definition of “training” and further defined as an activity where each host organization actively participates and contributes substantially to the training.
31. **Online training** – Online training is a structured program of knowledge, information or experience on an entrepreneurial or business-related subject and is delivered through a computer or the Internet. It must be of a quality and substantive nature, and must include a registration process as well as an evaluation process (e.g. 1-5 star ranking). Online training can be synchronous or asynchronous. The training must be for a minimum of 30 minutes and a course evaluation must be made available. Online training may be synchronous or asynchronous:
  - Synchronous - A group of clients proceed through the training module(s) or program as a group.
  - Asynchronous - A client individually proceeds through the training module(s) or program individually and is self-paced.
32. **Travel hours** – The amount of time spent traveling to and from a location (separate from assigned post-of-duty) to meet with businesses or individual clients. If meeting with more than one client, travel time is counted only once.
33. **Total hours of training** – The total number of hours the trainer spends teaching the training session.
34. **Underserved market(s) – CRA designated areas (12 C.F.R. 228.12)**  
Section 228.12 - **Definitions**

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

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- (i) Low-or moderate-income geographies;
- (ii) Designated disaster areas; or
- (iii) Distressed or underserved non-metropolitan middle-income geographies designated by the Board, Federal Deposit Insurance Corporation, and Office of the Comptroller of the Currency, based on—
  - (A) Rates of poverty, unemployment, and population loss; or
  - (B) Population size, density, and dispersion. Activities revitalize and stabilize geographies designated based on population size, density, and dispersion if they help to meet essential community needs, including needs of low- and moderate-income individuals.

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

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

35. **Women’s Business Center** – An SBA women’s business center is an organization funded, in part, by a grant from the SBA to provide technical assistance, such as training, counseling, and mentoring to women entrepreneurs, both nascent and existing businesses. The WBC may exist within the framework of a larger economic development organization and may make use of the resources provided by that organization, but must operate as a separate entity.
- The WBC clients reported to the SBA must be those receiving services from the WBC, not from the larger organization.
  - The WBC finances must be accounted for separately from the parent organization.
  - Budgeted WBC funds must only be used for WBC Program purposes.
  - As a WBC grant recipient, the primary client focus must be women. The WBC cannot exclude male clients, but must target women.
36. **Woman Owned Business** – A small business concern that is not less than 51 percent owned by one or more women and the management and daily business operations of which are controlled by one or more women.
37. **You** – The recipient organization for this Award.

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### APPENDIX B: PROCEDURES FOR THE SUSPENSION, TERMINATION, AND NON-RENEWAL OF COOPERATIVE AGREEMENTS FOR WOMEN'S BUSINESS CENTER PROJECTS

#### §1 Suspension, Termination, and Non-Renewal

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

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

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

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

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

- c) *Non-Renewal.* The SBA may elect not to renew a Cooperative Agreement with a Recipient Organization at any point. In undertaking a non-renewal action the SBA may either decline to accept or consider any application for renewal the Organization submits, or the Agency may decline to exercise any option years remaining under the Cooperative Agreement. A Recipient Organization that has had its Cooperative Agreement non-renewed may continue to conduct project activities and incur allowable expenses until the end of the current budget period.

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

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

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

- a) Non-performance;
- b) Poor performance;
- c) Unwillingness or inability to implement changes to improve performance;
- d) Willful or material failure to comply with the terms of the cooperative agreement, including relevant OMB circulars;
- e) Conduct reflecting a lack of business integrity or honesty on the part of the Recipient Organization, the WBC director, or other key employee(s), which has not been properly addressed;
- f) A conflict of interest on the part of the Recipient Organization, the WBC director, or other key employees causing real or perceived detriment to a small business concern, a contractor, the WBC or the SBA;
- g) Improper use of federal funds;
- h) Failure of a WBC to consent to audits, examinations, or to maintain required documents or records;
- i) Failure to implement recommendations from the audits or examinations within 30 days of their receipt;
- j) Failure of the WBC director to work at the WBC on a 100% full-time basis on this WBC project;
- k) Failure to promptly suspend or terminate the employment of a WBC director, or other key employee upon receipt of knowledge or written information by the Recipient Organization and/or the SBA indicating that such individual has engaged in conduct which may result or has resulted in a criminal conviction or civil judgment which would cause the public to question the WBC's integrity. In making the decision to suspend or terminate such an employee, the Recipient Organization must consider such factors as the magnitude and repetitiveness of the harm caused and the remoteness in time of the behavior underlying any conviction or judgment.

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- l) Failure to maintain adequate client service facilities or service hours;
- m) Any other action that the SBA believes materially and adversely affects the operation or integrity of a WBC or the WBC Program.

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

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

- a) *Taking action.* When OWBO has reason to believe there is cause to suspend, terminate or non-renew a cooperative agreement with a Recipient Organization (either based on its own knowledge or upon information provided to it by other parties), the AA/OWBO may undertake such an enforcement action by issuing a written Notice of Suspension, Termination, or Non-Renewal to the Recipient Organization. The effects of such Notice are addressed in § 1 above.
- b) *Notice requirements.* Each Notice of Suspension, Termination, Non-Renewal will set forth the specific facts and reasons for the AA/OWBO's decision and will include reference to the appropriate legal authority. The Notice will also advise the Recipient Organization that it has the right to request an Administrative Review of the decision to suspend, terminate, or non-renew its cooperative agreement in accordance with the procedures set forth in § 4 below. The Notice will be transmitted to the Recipient Organization on the same date it is issued by both U.S. Mail and facsimile (or as an e-mail attachment).
- c) *Relationship to government-wide suspension and debarment.* A decision by the SBA to suspend, terminate, or not renew a WBC Cooperative Agreement does not constitute a nonprocurement suspension or debarment of a Recipient Organization under E. O. 12549 and SBA's implementing regulations (2 C.F.R. Part 2700). However, a decision by the SBA to undertake a suspension, termination, or non-renewal enforcement action with regard to a particular WBC Cooperative Agreement does not preclude or preempt the Agency from also taking action to suspend or debar a Recipient Organization for purposes of all Federal procurement and/or nonprocurement opportunities.

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

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

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

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

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

Associate Administrator for the Office of Entrepreneurial Development  
U.S. Small Business Administration  
409 Third St. SW, 6th Floor  
Washington, DC 20416  
Facsimile number 202-205-6903

Assistant Administrator for the Office of Women's Business Ownership  
U.S. Small Business Administration  
409 Third St. SW, 6th Floor  
Washington, DC 20416  
Facsimile number 202-205-6903

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

- c) *Timeliness.* In order to be considered timely, the AA/OED must **receive** a Recipient Organization's request for Administrative Review within 30 days of the date of the Notice of Suspension, Termination, or Non-Renewal. Any request for Administrative Review received by

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the AA/OED more than 30 days after the date of the Notice of Suspension, Termination, or Non-Renewal will be considered untimely and will automatically be rejected without being considered.

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

- d) *Standard of review.* In order to have the suspension, termination, or non-renewal of a Cooperative Agreement reversed on Administrative Review, a Recipient Organization must successfully demonstrate that the SBA enforcement action was arbitrary, capricious, an abuse of discretion, and/or otherwise not in accordance with the law.
- e) *Conduct of the proceeding.* Each party must serve the opposing party with copies of all requests, arguments, evidence, and any other filings it submits pursuant to the Administrative Review. Within 30 days of the AA/OED receiving a request for Administrative Review, the AA/OED must also receive the SBA's arguments and evidence in defense of its decision to suspend, terminate, or non-renew a Recipient Organization's Cooperative Agreement. If the SBA fails to provide its arguments and evidence in a timely manner, the Administrative Review will be conducted solely on the basis of the information provided by the Recipient Organization.

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

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

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

- f) *Evidence.* The Recipient Organization and the SBA each have the right to submit whatever evidence they believe is relevant to the matter in dispute. No form of discovery will be permitted unless a party has made a substantial showing, based upon credible evidence and not mere allegation, that the other party has acted in bad faith or engaged in improper behavior.
- g) *Decision.* The decision of the AA/OED will be effective immediately as of the date it is issued. The decision of the AA/OED will represent the final Agency decision on all matters in dispute on Administrative Review. No further relief may be sought from or granted by the Agency. If the AA/OED determines that the SBA's decision to suspend, terminate, or non-renew a Cooperative

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Agreement was arbitrary, capricious, an abuse of discretion, and/or otherwise not in accordance with the law, she/he will reverse the Agency's enforcement action and direct the SBA to reinstate the Recipient Organization's Cooperative Agreement.

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