OMB Approval No.: 3245-0140
Expiration Date: 6/30/2009

NOTICE OF AWARD

U.S. Small Business Administration

1. AUTHORIZATION *(Legislation/Regulation)*
The American Rescue Plan Act, 2021 (Pub. L. No. 117-2, § 5004)

2. Grant/Cooperative Agreement No.
SBAHQ22CNP0018/0001

3. RECIPIENT: *(Name, Organizational Unit, Address)*
Community Development Finance Authority
Attn: Deborah Morin
14 DIXON AVE
Suite 102

CONCORD NH 033014957

4. PROJECT PERIOD *(Mo./Day/Yr.)*
From 12/01/2021 *(Mo./Day/Yr.)* *Through* 11/30/2023

5. BUDGET PERIOD *(Mo./Day/Yr.)*
From 12/01/2021 *(Mo./Day/Yr.)* *Through* 11/30/2023

6. FEDERAL CATALOG NO.
59.077

7. ADMINISTRATIVE CODES
2601001EZ01999

8. TITLE OF PROJECT/PROGRAM *(limit to 53 spaces)*
The Community Navigator Pilot Program (CNPP)

9. AWARD AMOUNT
Amount of SBA Financial Assistance
$2,500,000.00

10. DIRECTOR OF PROJECT *(Program or Center Director, Coordinator or Principal Investigator)*

NAME Peterson (Last) Kevin (First) (Initial)

ADDRESS: 14 Dixon Avenue, Suite 102
Concord, NH 03301

11. RECOMMENDED FUTURE SUPPORT *(Subject to the availability of funds and satisfactory progress of the project)*

BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST
a.	$0.00	b.	$0.00

12. Approved Budge *(Excludes SBA Direct Assistance)*

[X] SBA Funds Only [ ] Total project costs including all other financial participation.

	Federal Share	Non-Federal Share
a. Personal Service	273,132.00	0.00
b. Fringe Benefits	95,596.20	0.00
c. Consultants	0.00	0.00
d. Travel	28,000.00	0.00
e Equipment	0.00	0.00
f. Supplies	0.00	0.00
g. Contractual	1,879,479.48	0.00
h. Other	0.00	0.00
i. TOTAL DIRECT COSTS	$2,276,207.68	$0.00
j. Indirect cost (Rate). 0 % of S & W/TADC	223,792.32	0.00
k. OTHER APPL. COSTS	0.00	0.00
l. TOTAL APPROVED BUDGET	$2,500,000.00	$0.00

*Must meet all matching or cost participation requirements subject to adjustment in accordance with

13. Remarks *(Other Terms & Conditions Attached)* [ ] Yes [ ] No

Notice of Award remarks are located on page 3 of 3

14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS :

- [ ] 2 CFR Part 220 - Cost Principles for Educational Institutions
- [ ] 2 CFR Part 225 - Cost Principles for State and Local Governments
- [X] 2 CFR Part 230 - Cost Principles for Non-Profit Organizations
- [ ] FAR Subpart 31.2 - Principles for Determining Cost Applicable to Awards with For-Profit Organizations
- [ ] 13 C.F.R. Part 143 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- [X] 2 CFR Part 215 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.
- [X] OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.

15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

16. CRS - EIN	17. COUNTY NAME	18. CONGRESSIONAL DISTRICT NO.
01-5568827	Merrimack	02

19a. CITY CODE	b. COUNTY CODE	c. STATE CODE	d. PROGRAM CODE
14200	013	33	20460

BUDGET CODE	DOCUMENT NO.	AMT. ACTION FIN. ASST.	TYPE OF ORGANIZATION
20a. 2022.120400DB.601001.2046	b. SBAHQ22CNP0018	c. $2,500,000.00	d. Non-Profit

Kapua Hatch
21. AGENCY OFFICIAL *(Signature, Name and Title)*

11/05/2021
22. DATE ISSUED *(Mo./Day/Yr.)*

23. RECIPIENT OFFICIAL *(Signature, Name and Title)* Katherine Easterly Martey Executive Director

24. DATE 11/10/2021 *(Mo./Day/Yr.)*

SBA FORM 1222 (6-07) Previous editions obsolete

THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING.

A. The program legislation and / or regulation cited in block 1.

B. This award notice including terms and conditions, if any, noted under block 13, Remarks.

C. SBA Federal Assistance Regulations or Manual issuances in effect at the beginning date of the budget period.

D. The applicable program announcement, if any.

E. SBA Policy Guidelines in effect as of the beginning date of the budget period.

F. SBA Administrative Regulations / Guidelines in effect as of the beginning date of the budget period.

In the event that there are any conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23.

U.S. Small Business Administration

NOTICE OF AWARD

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	DUNS Number: 015568827 This Notice of Award is being issued as a new award. The Small Business Administration (SBA) approves pre-award costs. Pre-award costs are permitted for expenses incurred November 1, 2021 to the effective date located in box 4 and 5 of this notice of award. Such costs are allowable only to the extent that they would have been allowable if incurred after the date located in box 4. Program Specific Terms and Conditions, as well as SBA's Standard Terms and Conditions, are included in this document. Payment: COMMUNITY NAVIGATOR PILOT PROGRAM Denver Finance Center 721 19th Str Denver CO 80202 Period of Performance: 12/01/2021 to 11/30/2023				

SBA Award Program Specific Terms
Community Navigator Pilot Program, FY 2022 - FY 2024

1. Program Specific Term - Acceptance of the Terms of an Award, Order of Precedence

By drawing or otherwise obtaining funds from the Small Business Administration (SBA or Agency) under this Award, the Non-Federal Entity (NFE) acknowledges its acceptance of the terms and conditions of this Award, both Standard and Program Specific, and is obligated to perform in accordance with the requirements of the Award. These Program Specific Terms and Conditions supplement the Standard Terms and Conditions which apply to all SBA awards of financial assistance and establish the specific requirements and policies that apply to the Community Navigator Pilot Program. In the event of any conflict between the two sets of terms and conditions, the Standard Terms will govern in cases of Agencywide or governmentwide requirements or policies and the Program Specific Terms will control matters of programmatic requirements or policies.

2. Program Specific Term - Points of Contact

a. Grants Management Officer (GMO)

Name:	Kapua Hatch
Address:	U.S. Small Business Administration Office of Entrepreneurial Development 409 Third Street, S.W., 6th Floor Washington, D.C. 20416
E-mail Address:	Kapua.Hatch@sba.gov

b. Grant Officer's Technical Representative (GOTR)

Name:	Nathaniel Bishop
Address:	U.S. Small Business Administration Office of Entrepreneurship Education 409 Third Street, S.W., 6th Floor Washington, D.C. 20416
E-mail Address:	nvbishop@sba.gov

c. Community Navigator Pilot Program Point of Contact for Reporting Fraud, Waste, or Abuse

Name:	Terrence Sutherland
Address:	U.S. Small Business Administration Office of Entrepreneurial Development 409 Third Street, S.W., 6th Floor Washington, D.C. 20416
E-mail Address:	terrence.sutherland@sba.gov

3. Program Specific Term - Project and Budget Periods

This Award will be made for a two-year project period not to exceed 24 (twenty-four) months, subject to the availability of appropriations.

4. Program Specific Term - Award Expectations and Project Deliverables

By drawing or otherwise obtaining funds from SBA under this award, the NFE acknowledges that it will perform the funded project in accordance with the terms of its accepted proposal and the funding announcement. Specifically, the NFE agrees to provide the following:

NFE (Hub), the Recipient, acknowledges it will:

- **"Hub" agrees to**:
  - Comply with the requirements and authorities set forth below.
  - Conduct the project funded under this Award in accordance with the NFE (Hub) approved Technical Proposal, and Budget. Changes to these guiding documents must be submitted to SBA approval.
  - Be responsive to SBA requests for information and communication. Changes to the NFE (Hub) organization's contact information, including AOR or other designated representatives, must be reported promptly to SBA.
  - Promptly advise SBA of any difficulties the NFE (Hub) encounter or anticipate encountering that may affect the conduct of project.
  - Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. The NFE (Hub) will promptly address and act upon all findings.
  - Coordinate with SBA and other Agency resource partners operating within project service area to maximize the effectiveness of efforts and avoid duplication of products and services.
  - Promote SBA programs, products, and services to clients, as appropriate, including sharing contact information for clients who have indicated in writing they are interested in learning about other SBA programs and types of assistance.

- Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- Extend all activities supported with project funds to all members of the general public on an equal basis.
- 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 90 days after they cease their involvement with the project.
- Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- Submit and update information to USASpending.gov and other Federal databases, as required.
- Use varied resources to mentor and train small business owners and managers in dealing with financial, marketing, and other operational and business opportunities and challenges. The NFE (Hub) will assist these clients in developing feasibility studies, business plans, cash flows, financial statements, and similar business measurement and evaluation concepts and tools. The NFE (Hub) must provide client counseling, mentoring and training assistance at no cost to its clients.
- Provide funding to "Spoke" in accordance with the Funding Distribution Agreement and Federal, state and local laws, in a timely manner.
- Monitor "Spoke" to ensure the funding is used in accordance with all applicable conditions, requirements, and restrictions.
- Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in the Distribution Funding Agreement.
- Coordinate with SBA to obtain prior approvals outlined in the terms and conditions such as use of SBA likenesses, changes to grant personnel and budget modifications.
- Provide technical assistance and training as requested to assist "Spoke" in fulfilling its obligations under the Funding Distribution Agreement.
- Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.
- Meet the SBA's performance requirements that is mentioned in the Reporting section and maintain adequate records.
- Creating and following regulations and policies.
- Managing consortia agreements.
- Formulating partnership goals and objectives.
- Overseeing operations of activities, programs, and paid staff.
- Hosting their local, assigned SBA District Office to perform an annual site visit and provide general oversight
- Creating and following a strategic Action Plan.

- **Outputs and Evaluation:**

1. Number of unique clients who **receive assistance** in the development of their
    a. **Loan application** (PPP, EIDL, 7(a), 504, Microloan, Exporting, Other Loan)
    b. **Forgiveness applications or SVOG or RRF reports** (post-funding reports)
    c. **Grant application** (SVOG, RRF or other Federal, State, Local, or Private Sector Grants)
    d. **Other application** (Contracting certifications or other business assistance program)

2. Dollar (millions) **amount request** of completed
    a. **Loan application** (PPP, EIDL 7(a), 504, Microloans, Exporting, Other Loan)
    b. **Grant application** (SVOG, RRF, other Federal, State, Local, or Private Sector Grants)

3. Dollar (millions) **amount of approved**
    a. **Loans** (PPP, EIDL, 7(a), 504, Microloans, Exporting, Local Loans)
    b. **Grants** (SVOG, RRF, other Federal, State, Local or Private Sector Grants)

4. Number of **counseling hours** to develop and submit
    a. **Loan application** (PPP, EIDL, 7(a), 504, Microloan, Exporting, Local Loan)
    b. **Grant application** (SVOG, RRF, other Federal, State, Local, or Private Sector Grants)
    c. **Other application** (Contracting certifications or other business assistance program)

5. Number of **counseling hours** provided for:
    a. Disaster preparedness/recovery
    b. Credit counseling, financial literacy
    c. Business technical assistance (operation, marketing, sales, management, etc.)
    d. Contracting and procurement
    e. Other business development technical assistance (exporting, industry specific technical assistance)

6. Number of training hours

7. Number of clients trained

8. Number of clients receiving approved loan or grant funding **starting a business**

9. Number of clients receiving approved loan or grant funding with their business **in operation (business survival)**

10. Number of **jobs created or retained**

11. Percent **increase of revenue (gross sale dollars)**

- **Travel:** All travel conducted must follow GSA travel regulations and minimize travel and maximize virtual conferences when possible.
- **FASB Requirements**: The NFE (Hub) independent auditors will produce its audited financial statements in accordance with relevant FASB requirements.

- **Audited Financial Statements**: The NFE (Hub) will submit to SBA one complete copy of its audited financial report in volumes covering the NFE (Hub) in order to comply with OMB Financial Reporting regulations. This report will be prepared by a licensed, independent accountant within 150 days of the end of the Recipient's fiscal year period. It will meet FY2021 financial objectives and budgets.

- **Fees**: The NFE (Hub) counseling, mentoring and training will be provided at no cost. Counseling and mentoring include face-to-face, online and telephone sessions.

- **Important Priorities**: Community Navigator Pilot Program will explore, offer or expand services targeted toward markets to increase outreach and assistance to the following entrepreneurial audiences:
    - COVID-19 affected businesses where appropriate
    - Veterans/Military Entrepreneurs (including spouses)
    - Minority Entrepreneurs
    - Women Entrepreneurs
    - Rural Entrepreneurs
    - Socially and Economically Disadvantaged Small Businesses
    - Tribal Communities
    - LGBTQ Entrepreneurs
    - Micro Businesses
    - Persons with Disabilities

- **Legal Services**: The NFE (Hub) will not engage directly in the practice of law. This includes, but is not limited to, providing specific legal advice, representing an individual in litigation or any legal proceeding, or otherwise practicing law as defined by the state in which the Recipient is located. Those members of the Recipient's staff who are qualified by experience and training to discuss legal issues may do so in a general way, but they must not engage in conduct that leads to the creation of any attorney-client relationship and must make appropriate disclaimers to that effect when providing such counseling and mentoring. The NFE (Hub) may offer courses on business law issues, provided that legal topics are presented by individuals qualified by experience and training to address such topics.

5. Program Specific Term – Funding Distribution Agreement

In accordance with the Funding Distribution Agreement and Federal, state and local laws the NFE (Hub) must provide funding to the "Spoke(s)" under this Award.

6. Program Specific Term - Allowable Costs

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 200, Subpart E.

Charging Costs to this Award

All costs charged to this Award are subject to audit and examination. The NFE (Hub) is responsible for ensuring proper management and accounting of Project funds 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 the NFE (Hub) 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, the NFE (Hub) is not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities;
- 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 the NFE (Hub) address of record.

Pre-award costs are permitted for expenses incurred prior to the effective date of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award.

7. Program Specific Term - Protection of Client Information

The NFE (Hub) is not permitted to disclose Client Information to any third party or share such information with other units of the NFE (Hub) organization not directly involved in the conduct of this project, except where:

a. the Client consents in writing;
b. a court orders such disclosure; or
c. otherwise permissible under Privacy Act or Freedom of Information Act

10. Program Specific Term - Reporting Requirements

The NFE (Hub) must submit the reports identified in Program Specific Terms 11 and 12 to the GOTR in accordance with the schedule listed below. Reports must be submitted to the GOTR in an electronic file type(s) such as MS Word, PDF, MS Excel, etc. format via email address. We will provide an additional Program Announcement to NFEs on other electronic upload options, such as our COMNAVs IT system, as they become available. Reports must be received by the GOTR no later than 30 days after the conclusion of the applicable reporting period. The final report, which must both cover that reporting period and also serve as the annual report addressing the entire budget and project year, must be received by the GOTR no later than 90 days after the conclusion of the budget year. If the NFE (Hub) fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected.

The reporting periods for this Award are as follows:

First Year:

- 12/01/2021 – 2/28/2022 report due by 3/31/2022
- 3/01/2022 – 5/31/2022 report due by 6/30/2022
- 6/01/2022 – 8/31/2022 report due by 9/30/2022
- 9/01/2022 – 11/30/2022 report due by 12/31/2022

Second Year:

- 12/01/2022 – 2/28/2023 report due by 3/31/2023
- 3/01/2023 – 5/31/2023 report due by 6/30/2023
- 6/01/2023 – 8/31/2023 report due by 9/30/2023
- 9/01/2023 – 11/30/2023 report due by 12/31/2023

11. Program Specific Term - Performance Reports

In accordance with the schedule listed in Program Specific Term 10, the NFE (Hub) must submit its performance reports that details:

a. All project accomplishments or deliverable for the reporting period, including a comparison between the NFE (Hub) actual accomplishments or deliverables and those required in Program Specific Term 4 and/or predicted in the NFE (Hub) accepted proposal. Where the NFE (Hub) failed to achieve the required or predicted accomplishments or deliverables, the NFE (Hub) must explain the reason(s) for that shortfall and describe how the NFE (Hub) will bring project performance back into compliance with Program Specific Term 4 and the NFE (Hub) accepted proposal;
b. Any lessons learned, best practices identified, notable success stories, and problems encountered, and steps taken to address those problems.

During the pre-award period, SBA will contact awardees for a brief addendum to their technical proposal, which includes the following items:

a. Fill out the forthcoming SMART goals workbook, which will ask you to confirm or update answers from your technical proposal.
b. Fill out the forthcoming Financials workbook, which will aid the SBA office in processing payments.
c. If the consortium receives other SBA or Federal funding, provide a brief statement ensuring that the program will not be duplicative and that there will be no commingling of funds

12. Program Specific Term - Financial Reports

In accordance with the schedule listed in Program Specific Term 10, the NFE (Hub) must submit its financial reports using SF 425 (Federal Financial Report). The NFE (Hub) must also provide detailed information regarding its actual expenditures broken down by the same cost category line items identified in its approved budget. SBA will send out a Detailed Expenditures Workbook for this purpose. The NFE (Hub) does have the discretion to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of the NFE's (Hub's) total approved budget. Before making any transfers that would cumulatively result in the NFE (Hub) exceeding this 10 percent cap, the NFE (Hub) 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.

Additionally, the NFE (Hub) must attach a certification to each annual and final financial report that contains the following statement:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. code title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

This certification statement must be signed by an official who is authorized to legally bind the NFE (Hub) organization.

13. Program Specific Term - Additional Data Submission Requirements

In addition to the quarterly reports, the NFE (Hub) must also annually submit a copy of its most recent audited financial statement. The GOTR must receive the NFE (Hub) audited financial statement no later than 150 days after the conclusion of its fiscal year.

The NFE (Hub) will also be a full participant in OED's impact surveys and assessments through cooperation with SBA's contractor(s) – particularly the provision of client data. SBA reserves the

right to change requirements for the provision of this section and SBA's designed management information system.

14. Program Specific Term - Project and Program Integrity

The NFE (Hub) must avoid engaging in any actions that may harm the integrity of this project or this SBA program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, the NFE (Hub) must immediately remove them from involvement in this project. In addition, the NFE (Hub) and its employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

The NFE (Hub) may not discharge, demote, or otherwise discriminate against any of the NFE (Hub) employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one of more of the following: gross mismanagement of its grant; a gross waste of Federal funds; an abuse of authority relating to the Community Navigator Pilot Program grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to its grant. Any of the NFE (Hub) employees who believe they have been subjected to such a reprisal may submit a complaint to SBA's Inspector General Hotline via the internet at www.sba.gov/OIG/Hotline, via telephone at 1-800-767-0385 (telephone), or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. The NFE (Hub) must inform its employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of its workforce.

The NFE (Hub) must report all findings or determinations of sexual harassment, other forms of harassment, or sexual assault by key employees paid under this Award and also report if the NFE (Hub) have placed such key employees on administrative leave or imposed any administrative action against them as a result of the findings or determinations.

The NFE (Hub) 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. In addition, the NFE (Hub) cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status. The NFE (Hub) are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or. To determine if an individual or firm is suspended or debarred, the NFE (Hub) may consult the System for Award Management (https://www.sam.gov/). Additionally, in cases involving counseling, the NFE (Hub) may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

15. Program Specific Term - Project Closeout

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

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 the NFE (Hub) may not incur any new reimbursable expenses. The NFE (Hub) must submit its final performance and financial reports and the NFE (Hub) final requests for payment within 90 calendar days of the project end date. If the NFE (Hub) does not submit its 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 the NFE (Hub) . If the NFE (Hub) have received a follow-on award under this program it may request permission from SBA to carryover any unexpended Project Funds remaining under this Award to that follow-on award in accordance with Program Specific Term 26.

16. Program Specific Term - Applicable Law and Policy Requirements

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) the NFE (Hub) submitted as part of its approved application:

a. 15 USC § 637(b)(1) (Small Business Act);
b. 5 U.S.C. App. 1 (Inspector General Act of 1978);
c. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);
d. 15 U.S.C. § 631 et seq. (Small Business Act);
e. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
f. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
g. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);
h. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
i. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
j. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
k. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
l. 49 U.S.C. App. 1517 (Fly America Act);
m. 2 C.F.R. Parts 180 and 2700 (Nonprocurement Debarment and Suspension);
n. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
o. 13 C.F.R. Part 146 (Restrictions on Lobbying);
p. 15 C.F.R. Parts 730-774 (Export Restrictions);
q. 22 C.F.R. Parts 120-130 (International Traffic in Arms);

r. 31 C.F.R. Parts 500-598 (Foreign Assets Control);
s. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
t. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
u. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); and
v. Executive Order 13788 (Buy American and Hire American).

17. Program Specific Term - Dispute Resolution

If a dispute arising from an SBA decision regarding a financial matter or the suspension, termination, or non-renewal of the NFE (Hub) Award occurs between the NFE (Hub) and SBA, The NFE (Hub) may appeal the matter to SBA's Grant Appeals Committee. To be considered timely, the NFE (Hub) appeal petition must be received by the Committee within 30 calendar days of the date of the decision giving rise to the dispute. The NFE (Hub) 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.

The NFE (Hub) must also send copies of its appeal petition to the GMO and GOTR.

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 the NFE (Hub) required to obtain legal representation. However, the NFE (Hub) appeal petition must be in writing and must be concise, factual, and logically arranged. In addition, the NFE (Hub) appeal petition must contain the following:

a. NFE (Hub) 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 the NFE (Hub) believe SBA's decision was incorrect);
d. Copies of any documents or other evidence supporting its position in the dispute;
e. A request for the specific relief desired on appeal (e.g., reinstatement to the program, allowance of the claimed cost, etc.); and
f. A statement as to whether an oral hearing is being requested, and if so, the reasons why such a hearing is necessary.

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

18. Program Specific Term - Liability and Indemnification

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

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between the NFE (Hub) organization and third parties. SBA will have no involvement in any disputes arising from such agreements. The NFE (Hub) 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.

20. Program Specific Term - Indirect Costs

Indirect cost is allowable under the Community Navigator Pilot Program, but it is capped at the 10% de minimis rate as described in 2 CFR 200.414. The recipient may use the 10% de minimis rate based on Modified Total Direct Cost (MTDC) as defined by 2 CFR Part 200.68.

21. Program Specific Term - Matching Contributions

The NFE (Hub) are not required to provide any matching support for this Award. However, if the proposal includes additional funding, the NFE (Hub) is required to meet the terms of their proposal and this will be reflected in the Notice of Award.

22. Program Specific Term - Financial Stability and Risk Mitigation

In accordance with 2 C.F.R. § 200.205, in order to continue being entrusted with public funds the NFE (Hub) 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. The NFE (Hub) lack of financial stability may lead SBA to take any or all of the following actions:

a. Categorize the NFE (Hub) organization as a high-risk NFE and subject it to additional conditions;
b. Suspend, terminate, or decline to renew this and any other Awards the NFE (Hub) receive from SBA; and
c. Suspend or debar the NFE (Hub) from participating in the Federal procurement or non-procurement arenas in accordance with 2 C.F.R. Part 2700.

23. Program Specific Term - Funds Management and Payment

In accordance with 2 C.F.R. § 200.305(b)(6), SBA may withhold payments if the NFE (Hub) fail to comply with project objectives, Federal statutes, regulations, the terms and conditions of this Award, and/or the program requirements. Additionally, SBA reserves the right to offset any funds payable to the NFE (Hub) under this Award in order to collect debts or other financial claims the Agency may hold against the NFE (Hub) under this program or any other SBA program. In addition, if the NFE (Hub) fail to expend funds at a rate substantially in accordance with its accepted proposal, SBA may reduce the amount of this Award by deobligating funds from the NFE (Hub) project and transferring them to other NFEs conducting projects under this program.

To receive payment, the NFE (Hub) must provide SBA with its bank routing number and account information and submit a signed SF 270 (Request for Advance or Reimbursement) and a Detailed Expenditures Workbook identifying the actual/proposed use for all requested funds to the GOTR, who will review it before forwarding it to the GMO with a recommendation for payment. The GOTR and/or GMO may require the NFE (Hub) to provide additional information or documentation before payment is made. Any failure by the NFE (Hub) to properly complete and submit the required forms will cause substantial delay in processing its payment request.

Additionally, The NFE (Hub) must attach a certification to each payment request that contains the following statement:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. code title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

This certification statement must be signed by an official who is authorized to legally bind the NFE (Hub) organization.

The NFE (Hub) bear sole responsibility for providing adequate documentation or justification of all claimed costs and for submitting all payment requests in a timely manner. SBA will not process any payment request the NFE (Hub) submit more than 90 calendar days after the conclusion of the relevant Budget Period. The NFE (Hub) must retain copies of receipts, invoices, subcontracts, timesheets, evidence of the existence and valuation of matching contributions, and similar items providing documentary support of all claimed costs. All payments will be made based on the NFE (Hub) demonstrated, bona fide disbursement requirements, consistent with the approved budget and project deliverables.

The NFE (Hub) must deposit and maintain advances of Federal funds in interest-bearing, FDIC-insured accounts. The NFE (Hub) are encouraged to use banks that are at least 50 percent owned by women or minorities. For further guidance regarding interest earned on advances of Federal funds, see 2 C.F.R. § 200.305(b)(9).

24. Program Specific Term – Funds from Multiple SBA Awards

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

The consortium must also send the relevant list of awards to the GOTR within the first 30 days after this NOA, including Grant award numbers and SBA Program Office.

25. Program Specific Term – Special Supplemental Disaster Recovery Awards

In accordance with § 7(b)(12) of the Small Business Act, SBA may provide special supplemental funding to the NFE (Hub) as necessary in order to provide additional technical assistance to spur disaster recovery and growth of small businesses located in an area for which the President has declared a major disaster area. Any such special supplemental funding awarded to the NFE (Hub) for this purpose must be accounted for separately and must be expended within two years.

26. Program Specific Term – Project Website

The NFE (Hub) 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 addition, project websites are subject to the project closeout requirements.

The NFE (Hub) 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 Community Navigator Pilot Program, or SBA.

27. Program Specific Term – Procurement of Goods and Services:

The following additional rules apply to contracts involving $10,000 or less:

- The NFE (Hub) does not need to submit copies of the proposed contracts to the GOTR for approval before executing them.
- The contracts are not required to be awarded via competition if the NFE (Hub) considers their prices to be reasonable.

The following additional rules apply to contracts involving between $10,001 and $250,000 in Project Funds:

- The NFE (Hub) does not need to submit copies of the proposed contracts to the GOTR for approval before executing them.
- The NFE (Hub) must obtain price quotes in writing from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports.
- If the NFE (Hub) does not choose to go with the lowest price quote, the NFE (Hub) must explain why.

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

- The NFE (Hub) must submit copies of the proposed contracts to the GOTR for approval before executing the contract.
- The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if the NFE (Hub) 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.

28. Program Specific Term – Program Prior Approval

This section expands upon Section 8 "Prior Approval" of the Standard Terms and Conditions.

In addition to the standard items requiring prior approval, the following Program Specific terms shall be added:

1. For those NFEs (Hubs) that wish to host or offer conferences and/or events, SBA requires prior approval for such events, to ensure relevance with program goals.

2. Prior approval is required for any modifications to the consortium, such as adding or removing a Spoke.

29. Program Specific Term - Promotion of Consortium

SBA reserves the right to promote the Consortium.

30. Program Specific Terms and Conditions: Advance and Financial Reporting

The NFE (Hub) will receive funds via advance on a quarterly basis, unless identified as high risk by the program. Funds will be available up to the following amounts:

- Tier 1 awards, $625,000.00
- Tier 2 awards, $312,500.00
- Tier 3 awards, $125,000.00

The final quarter will be paid as a reimbursement.

Monthly Financial Reporting – At the discretion of the Program Office, all non-federal entities may be required to submit monthly workbooks provided by SBA reporting their monthly funds.

Quarterly Financial Reporting – All non-federal entities are required to complete the federal cash transactions portion of the SF-425, lines 10 a through c for the program quarters, ending 2/28, 5/31,

8/31, and 11/30 through the life of the award. The quarterly financial reports are due 30 days following the reporting period.

All reports (monthly, quarterly, and final reports) must be submitted via email which will be provided by SBA.

As stated in Section 1 of the Program Specific Terms, this is a programmatic policy and overrides the standard payment structure outlined in the Standard Terms.

31. Program Specific Term - Definitions

The following definitions apply to this program. For additional definitions relating to this Award, see the Standard Terms and Conditions, and the funding announcement:

Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.

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.

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.

Consortium – the combined project group consisting of both Hub and Spokes.

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.

Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.

Project Resources – non-monetary items such as facilities, equipment, supplies, and staff time that are utilized to further project objectives and whose costs are supported (in whole or in part) with Project Funds.

Religious Organization – an entity that is organized for religious purposes and engages in activity consistent with, and in furtherance of, such purposes.

NFE (Hub) – the NFE (recipient organization) for this Award.

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).

   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.

<u>Federal Grants</u>

On December 22, 2020, the United States District Court for the Northern District of California issued a preliminary injunction, enjoining Sections 4 and 5 of Executive Order 13950 “Combating Race and Sex Stereotyping.” So long as the December 22, 2020 preliminary injunction remains in force, the government shall not insist on, impose, or include—or instruct, require, facilitate, or permit any agency to insist on, impose, or include—conditions in any grant program requiring grant recipients or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in

Section 5 of the Executive Order; and the government shall not enforce any such conditions imposed on recipients and subrecipients to the extent they have already been included in government grants or subawards. To the extent that you have included the Executive Order's provisions in subawards, please provide those subaward recipients with a copy of this notice.

- The Preliminary Injunction prohibits the Government from requiring grant or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order. Therefore, until further notice, agencies must take all necessary steps to ensure that any new grants and notices of funding opportunities do not contain any provision that would require recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order.
- For any existing grant that requires recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order, agencies must not take any action to enforce those particular provisions. Accordingly, agencies must take all reasonable steps to ensure their workforces understand that during the time the preliminary injunction remains in force, they:

    1. shall not insist on, impose, or include—or instruct, require, facilitate, or permit any agency to insist on, impose, or include—conditions in any grant program requiring grant recipients or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order; and
    2. shall not enforce any such conditions imposed on recipients and subrecipients to the extent those conditions have already been included in government grants or subawards.

- In addition, agencies shall take all reasonable steps to notify recipients and subrecipients who have already been awarded government grants or subawards subject to those conditions, such as by providing them with the following notice:

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 Consolidated Appropriations Act, 2020 (Pub. L.116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to $199,300 effective January 2021.

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. Conduct the project funded under this Award in accordance with Your approved Technical Proposal, budget, and goals, milestones, timelines, or metrics. Changes to any of these guiding documents must be submitted to SBA for pre-approval in accordance with all SBA terms and conditions.

b. 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.

c. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.

d. 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.

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

• Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.

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

e. 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.

f. Promote SBA programs, products, and services to clients, as appropriate.

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

h. 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.

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

j. 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.

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

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.

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

29. 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

30. 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).

31. Standard Term - FAIN/UEI

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

32. 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(link sends e-mail).

33. 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).

34. 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.

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