

XXX COLLEGE SERVICE CENTER COOPERATIVE AGREEMENT CY22

1. **AUTHORIZATIONS:** 15 USC 648, 31 USC 6305, 13 CFR Part 130
2. **OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:** 2 CFR Part 200, 2 CFR Part 215, 2 CFR Part 220, OMB Circular-A-133
3. **U.S. SBA NOTICE OF AWARD TO SFCC NO.** The CY22 # is not yet issued
4. **SUBCONTRACTOR:** **Central New Mexico Community College**
ADDRESS: 5600 Eagle Rock Ave. NE
Albuquerque, NM 87113
(505)224-5250
(505)224-5256 FAX
5. **SBDC SERVICE CENTER DIRECTOR:** xxx
6. **PROJECT/BUDGET/AGREEMENT PERIOD:** January 1 – December 31, 2022
7. **PROGRAM TITLE:** Small Business Development Center (SBDC) Program
8. **AMOUNT OF AWARD:** See Attachment B
9. **APPROVED BUDGET:** See attached copy of Approved Budget (Attachment B)
10. **DELIVERABLES:** See attached copy (Attachment A)
11. **ASSIGNED SERVICE AREA:** See attached copy (Attachment J)
12. **THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**
 - a. The program legislation cited above in Section 1 Authorizations.
 - b. The program regulation cited above in Section 2 OMB Uniform Administrative Requirements.
 - c. SBA Federal Assistance Regulations or Manual issuances in effect as of the beginning date of the budget period.
 - d. SBA Policy Guidelines in effect as of the beginning date of the budget period.
 - e. SBA Administrative Regulations/Guidelines in effect as of the beginning date of the budget period.
 - f. OSBDC Funding Opportunity CY2022.
 - g. Cooperative Agreement No. - The CY22 # is not yet issued
 - h. NMSBDC Statewide Business Plan and NMSBDC Program Policy and Procedures Manual.
 - i. Continuation subject to the availability of funds.

In the event there are conflicting or otherwise inconsistent policies applicable to this cooperative agreement, the above order of precedence shall prevail. The Subcontractor acknowledges acceptance of all terms and conditions upon subcontractor signing this cooperative agreement.

SANTA FE COMMUNITY COLLEGE:

Rebecca K. "Becky" Rowley Ph.D., President

Date

13. **DATE ISSUED:** December 9, 2021
14. **ACCEPTANCE OF AWARD:**

xxx, President/Chancellor/CEO

Date

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1. PROGRAM INTRODUCTION, PURPOSE, OVERSIGHT

SBDC Program Introduction

The Small Business Development Centers (SBDC) Program is the U.S. Small Business Administration's (SBA's) matching grant-funded program providing quality service to the small business community. The SBDC Program has 64 Recipient Organizations - one in each state (four in Texas and six in California), the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa and Northern Marianas Islands. As the recipient organization for New Mexico (NM), the NM Small Business Development Center (NMSBDC) Lead Center at Santa Fe Community College (SFCC) is responsible for establishing a Network of Service Centers to cover the entire state. The NMSBDC Program links the resources of Federal, state, local and tribal government with the resources of the educational community and the private sector to provide assistance to the small business community. In partnership with the SBA Office of Small Business Development Centers (OSBDC) and the New Mexico SBA District Office, the NMSBDC Program provides technical assistance in the form of counseling and training that enhance the economic development goals and objectives of the SBA, the State of NM and the NM SBDC Program. *(13 CFR Part 130, p.518, 130.100) (OSBDC Funding Opportunity CY 2022 p.4, 1.2)*

Purpose of this Cooperative agreement

SFCC is the SBA's SBDC recipient organization for New Mexico. As required by SBA program rules, the NMSBDC Lead Center is the entity established by SFCC to administer and operate the NMSBDC Network. *(OSBDC Funding Opportunity CY 2022 p.44, 8.1.31)*

At the request of the NMSBDC Executive State Director (ESD), SFCC is entering into this cooperative agreement with your institution to establish an SBDC Service Center within your institution to provide technical assistance in the form of counseling and training services to clients of the NMSBDC Program. *(OSBDC Funding Opportunity CY 2022 p. 45, 8.1.35)*

Your institution is authorized by the NMSBDC Lead Center for the period listed on page 1, Item 6, of this cooperative agreement to operate an SBDC Service Center to fulfill the Deliverables as listed in Attachment A. Your SBDC Service Center is part of the NMSBDC Network designed to comply with the SBA's requirement of ensuring that NMSBDC Key Services are readily accessible to small businesses across New Mexico. Under the strategic and program oversight authority of the ESD and the NMSBDC Lead Center, your SBDC Service Center shall deliver professional, high quality, counseling and training to existing small businesses and pre-venture entrepreneurs. *(15 USC 648, p.237, C.2 & C.2.A) (13 CFR Part 130, p.520, 130.320 a. & 130.330 a (OSBDC Funding Opportunity CY 2022 p. 44 & 45, 8.1.31 & 35)*

Oversight

The SBA OSBDC is responsible for the general management and oversight of the NMSBDC Program, and a partnership exists between SBA and SFCC for the delivery of assistance to the small business community across the state of New Mexico. *(13 CFR Part 130, 2009, p.518, 130.100)*

As the recipient organization, SFCC is required to establish and maintain an SBDC Lead Center. The Lead Center is responsible for establishing an NMSBDC Network for New Mexico and for overall program development, service coordination, financial management, reporting, promotion and public relations, evaluation, assessment and internal quality control over Program services. *(OSBDC Funding Opportunity CY 2022 p. 44, 8.1.31)*

The NMSBDC Lead Center is located at:

Santa Fe Community College

6401 Richards Avenue, Santa Fe, NM 87508 (505) 428-1362

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In accordance with SBDC Program rules, the Lead Center Director, referred to in this cooperative agreement as the NMSBDC Executive State Director (ESD), operates and administers the operations of the NMSBDC Program and Network, and has full authority to make budget expenditures under the program's budget as well as to manage NMSBDC Program activities. As the full-time senior manager, the ESD, directs and monitors the program activities and financial affairs of the NMSBDC Network to deliver effective services to the small business community. The ESD is tasked to ensure the NMSBDC's compliance with applicable laws, regulations, OMB circulars and executive orders, implements the SBA/SFCC cooperative agreement and serves as the principal contact point for all matters involving the NMSBDC Network. *(13 CFR Part 130, p.521, 130.350 b.) (OSBDC Funding Opportunity CY 2022 p. 49, 8.2.15)*

Once the NMSBDC receives its approved budget and program funding from SBA and the State of New Mexico, the ESD has full authority to manage and implement the budget without restrictions from the grant's host entity, including the management and oversight of all statutorily required areas of statewide coverage. *(OSBDC Funding Opportunity CY 2022 p.49, 8.2.15)*

Your institution or any of your employees shall not apply for a federal, state or local grant or pursue separate financial support from the Governor, the State of New Mexico Legislature, or any other stakeholder of the NMSBDC program for their SBDC Service Center without written permission from the ESD. *(OSBDC Funding Opportunity CY 2022 p.11, 4.1.1.1)*

The NMSBDC, as an accredited Program, requires the ESD to have full authority to allocate the financial and human resources for setting and achieving the vision and strategic priorities, determining the appropriate organization structure and governance, managing operations in accordance with rules and regulations governing the program, and creating and overseeing the achievement of SBDC Program performance expectations. *(Accreditation Standards, 2017, p.5, 1.1)*

All SBDC clients are clients of the SBDC Program. Additionally, the NMSBDC Lead Center may survey and contact the following, but not limited to, SBDC clients, volunteers and contractors, partners, SBDC Program funded staff and training attendees.

2. SERVICE AREA, LOCATIONS, HOURS, CLOSURES, OFFICE REQUIREMENTS, EMERGENCY ACTIONS/POWERS

Assigned Service Area

The NMSBDC Program is required to provide services as geographically close as possible to small businesses by using a variety of service delivery mechanisms, including satellite locations, traveling counselors and electronic means, as appropriate. The facilities and staff of each SBDC Service Center are located in places designed to provide maximum accessibility and benefits to the small businesses to which they are assigned to serve. *(15 USC 648, p.227, C.2.) (OSBDC Funding Opportunity CY 2022 p. 29, 5.1.6)*

At the request of the ESD, SFCC is entering into this cooperative agreement with your institution to operate a SBDC Service Center to provide SBDC Key Services, which are technical assistance in the form of counseling and training, to your Assigned Service Area as listed on Attachment J.

Providing SBDC Key Services Outside Your Assigned Service Area

At the request of another New Mexico SBDC Service Center Director and with the permission of the ESD, your SBDC Program funded staff shall be made available to provide collaborative assistance, provided your SBDC Service Center is meeting your Deliverables listed on Attachment A. This assistance can be via phone or other electronic communication to NMSBDC Program clients located within the service areas of other SBDC Service Centers in New Mexico. Measurement outcomes resulting from these collaborative efforts outside of your Assigned Service Area shall not be counted towards fulfillment of your institution's Deliverables listed on Attachment A.

The ESD may allow an SBDC to provide advice, information and assistance to small businesses located outside New Mexico, but only to the extent such businesses are located within close geographical proximity

to the small business development center, as determined by the SBA Administration. (15 USC 648, p.226, 3.)

Your SBDC Service Center may provide limited SBDC services to pre venture or in business clients who are members of tribal entities whose sovereign territories cross the New Mexico state line. When possible or appropriate these out of state SBDC clients should be referred to an SBDC Service Center located within their state of residence e.g., Arizona, Colorado, Oklahoma, Utah and/or Texas. Measurement outcomes resulting from services to out of state SBDC clients should be tracked but shall not be counted towards fulfillment of your institution's Deliverables as listed on Attachment A.

Out-of-state/country travel requires prior approval using the Out of State/Country Travel Request (Attachment Q) and must be submitted to the NMSBDC Lead Center no less than 45 days prior to the requested travel date. (OSBDC Funding Opportunity CY 2022, p.35, 1900 and Core Award Terms and Conditions, 2022, p.18 #27)

SBDC Service Center Location(s)

The ESD annually determines the locations for SBDC Service Center and satellite locations in New Mexico to ensure that services are readily accessible to small businesses. Your SBDC Service Center approved location(s) is/are listed on Attachment J. (13 CFR Part 130, p.520, 130.320) (OSBDC Funding Opportunity CY 2022 p.27, 5.1.5and p.44, 8.1.34)

Your institution is expected to provide free-of-charge, adequate and accessible facilities for your SBDC Service Center to perform the key services outlined in this cooperative agreement. These facilities should include office space for private and secure one-on-one counseling, a reception/waiting area for clients, bathroom facilities accessible for both clients and SBDC Program funded staff, and any other space as required, along with access to telephones, computers, and internet connections. Your institution is also expected to provide free-of-charge, adequate classroom/conference room space for your SBDC Service Center to provide training/workshop SBDC Program events.

In the event your institution does not have free-of-charge space the space must be procured from a third party and all rental agreements must be in accordance with all requirements of 2 CFR 200.465 including being at an "arm's-length" basis and be approved by the ESD. For this purpose, an "arm's-length" lease is one under, which no party to the lease is able to control or substantially influence the actions of the other, such as:

- Divisions within your institution
- Entities under common control through common officers, directors, or members
- A director, trustee, officer, key employee or immediate family member thereof, either directly or through corporations, trusts or similar arrangements in which they hold a controlling interest.

Your institution is not permitted to open, close or relocate an SBDC Service Center or satellite location(s) without written authorization of the ESD indicating that the NMSBDC Lead Center initiated the location change and that the change has been approved by the SBA Project Officer and the SBA OSBDC Program Manager. (OSBDC Funding Opportunity CY 2022 p.29. 5.1.6 and Core Award Terms and Conditions, 2022, p.3., #7)

SBDC Service Center Hours

Your SBDC Service Center shall be open to the public throughout the year during the normal business hours of your institution. Service Centers need to follow host institution policies and keep their assigned NMSBDC Associate State Director (ASD) informed of their work and office status. In addition, provisions shall be made to provide evening and weekend assistance, both in your SBDC Service Center and online, as appropriate to meet local community demands and needs. Your SBDC Service Center's operating hours are listed in Attachment J. (13 CFR Part 130, p.520, 130.330 c.) (OSBDC Funding Opportunity CY 2022 p. 52, 8.3.1)

Changes in your institution's normal business hours which will impact the SBDC Service Center's operating hours shall be reported to their assigned ASD as soon as is feasible so that the SBA Project Officer and SBA

OSBDC Program Manager can be notified. (13 CFR Part 130, p.520, 130.330 c.) (OSBDC Funding Opportunity CY 2022 p.9-10, 4.1.1.1 and p.52, 8.3.1)

Anticipated SBDC Service Center Closures

Anticipated closures for your SBDC Service Center location(s) may occur for institution holidays, institution professional development trainings, NMSBDC Network meetings, or NMSBDC Program statewide professional development training activities. The SBA OSBDC requires anticipated closures for SBDC Service Center locations to be included in the SBA/SFCC cooperative agreement. Your anticipated closures are listed in Attachment J. (13 CFR Part 130, p.520, 130.330 c.) (OSBDC Funding Opportunity CY 2022 p.9-10, 4.1.1.1 and p.52, 8.3.1)

Notification of Unplanned SBDC Service Center Closure

Emergency or un-anticipated closure of your SBDC Service Center location(s) shall be reported to their assigned ASD, by email as soon as is feasible, so that the SBA Project Officer and SBA OSBDC Program Manager can be notified. (13 CFR Part 130, p.520, 130.330 c.) (OSBDC Funding Opportunity CY 2021 p. 9-10, 4.1.1.1 and p.52, 8.3.1)

Leaving your SBDC Service Center Unattended for Counseling and Outreach

In order to conduct business counseling and outreach to small businesses within your entire Assigned Service Area, your SBDC Program funded staff may temporarily leave your SBDC Service Center unattended during normal business hours. These occasional, short-term closures (less than a day), for Key Services and outreach purposes do not require reporting to their assigned ASD.

SBDC Service Center Office Requirements

SBDC Service Center and satellite locations must have appropriate signage that identifies the facilities as a "Small Business Development Center" and must be clearly visible from the main road and/or parking area.

In addition, the SBDC Service Center must display signage featuring both the SBA and the NMSBDC Network logos prominently at all facilities open to the public.

Approved locations must allow space for confidential client counseling and secure storage of any client information maintained on site. Adequate parking must be available for clients. (OSBDC Funding Opportunity CY 2021 p.24, 5.1.3and p.44, 8.1.33-34)

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 used to provide services to the public in connection with this project must be accessible by persons with disabilities.

Emergency Actions/Powers

Due to state emergency disaster declarations and/or New Mexico Public Health Orders the ESD may modify, on a temporary basis, procedures such as assigned service area and hours of operations, to comply with directives and orders.

3. PERSONNEL, PROFESSIONAL DEVELOPMENT, VACANCIES

Personnel

Your institution's SBDC Program funded staff are employees of your institution, however their time must be dedicated to SBDC grant activities. Additionally, they shall direct all human resource (HR) related questions or concerns regarding themselves or any other employee of your institution in accordance with your institution's established policy regarding chain of command for HR related matters. Your institution's SBDC Program funded staff shall not discuss their human resource questions or concerns regarding themselves or

any other employee of your institution, with the SBA, NMSBDC Lead Center, ESD or the host institution leadership of other SBDC Service Centers or their staff.

The following HR actions regarding your SBDC Program funded staff require the prior approval of the NMSBDC Lead Center:

1. Changing the title or job description of your institution's SBDC Program funded staff.
2. Making an offer of employment to an applicant who will be funded through this cooperative agreement or SBDC Program funds.
3. Posting a job vacancy for a position, which will be funded through this cooperative agreement or SBDC Program funds.
4. Increasing the salary or pay rate of your staff funded through this cooperative agreement beyond the personnel budget included this cooperative agreement.
5. Changes in the organizational structure of your SBDC Service Center or reporting line for your SBDC Service Center Director.

The NMSBDC is an accredited program and is required to identify patterns of employee turnover, which might affect the programs ability to fulfil its mission. If your institution chooses to discontinue the employment of any of your staff funded under this cooperative agreement or if any of your staff funded under this agreement voluntarily choose to discontinue employment, it is requested that your assigned leadership or human resource department provide a generic, non-specific description of the reason for the employee turnover, to the ESD.

It is recommended that your SBDC Service Center Director report directly to the most senior leader of your institution. When not feasible, your Center Director may not be assigned a reporting structure more than 2 levels below your institution's senior leader.

Professional Development

Your institution must require your SBDC Program funded staff to participate in the NMSBDC Professional Development Program and fulfill program requirements. Additionally, your institution must allow your SBDC Program funded staff to participate in NMSBDC Lead Center sponsored professional development activities in the method determined by the ESD.

Vacancies

Any vacancy of SBDC funded positions must be reported in writing to the ESD within five business days. Any position whose job responsibilities include client counseling must be advertised/listed/posted externally and on the americassbdc.org website. During the hiring process for a permanent replacement for your SBDC Service Center Director position, an SBDC Service Center Director from one of the NMSBDC Service Centers and a staff member from the NMSBDC Lead Center must be allowed to serve on the hiring committee. Hiring of any SBDC Program staff requires prior approval of the ESD before an offer of employment is extended to the selected candidate. If the ESD objects to your institution's candidate selection, the ESD shall provide a written copy of the decision to your institution. Your institution should then submit to the ESD one of the remaining qualified candidates according to your institution's policies or conduct a new recruitment process for the position.

4. KEY SERVICES (Counseling and Training)

The Service Center shall be managed by a center director who will have the technical background and experience needed to assist small businesses, analyze their problems and needs, and recommend solutions by providing our key services. In addition, the director will have the ability to effectively communicate and coordinate the delivery of business development services to individuals and groups of clients and providers of services in order to provide maximum assistance

for entrepreneurs and small businesses in the assigned service areas. SBDC Service Centers provide high quality assistance by connecting clients to tools, information, resources, partners, opportunities, support and education that meets their specific needs and leads to them being a successful and skilled entrepreneur in accordance with the NMSBDC Statewide Business Plan.

Counseling

SBDC Service Centers provide on a non-fee basis, one-on-one confidential counseling in accordance with the NMSBDC Statewide Business Plan & (*OSBDC Funding Opportunity CY2022 p.5, 1.4.1*). All SBDC Service Center Program funded staff are expected to spend a significant amount of their time in client counseling. A center director is expected to spend 50% - 80% of their time counseling clients and a center's business counselor is expected to spend 60% - 90% of their time counseling clients. The balance of time should be spent in client prep time, travel to clients, client assistance, client training, client outreach and inputting client records into Neoserra.

Training

SBDC Service Centers provide training in accordance with the NMSBDC Statewide Business Plan and (*OSBDC Funding Opportunity CY 2022 p.45-46, 8.1.40-41*). SBDC Service Centers may charge reasonable fees to cover program costs associated with training. These fees are considered SBDC Program income and shall be used to expand services and further SBDC Program objectives.

SBDC Co-hosted Training

Under the direction of the NMSBDC Lead Center, SBDC Service Centers are encouraged to enter into co-hosted training arrangements with the private sector and other organizations to extend outreach and productivity. Cooperation between members of the SBDC Network including the Lead Center with SBDC Service Centers is not considered co-hosting. (*OSBDC Funding Opportunity CY 2022 p. 46, 8.1.40.2*)

In order for an SBDC Service Center to receive credit for a co-hosted training event, it must actively participate (i.e., provide speakers, materials, publicity) with the organization assuming primary responsibility for financing the training session. Final responsibility for the quality of the training rests with the SBDC. For all co-hosted training where there will be a distribution of receipts in whole or in part to the co-host, the training file for the activity must document clearly the role and responsibility of the SBDC and each participant receiving a share of the receipts. The training file must also document how the receipts were distributed (*OSBDC Funding Opportunity CY 2022 p. 50, 8.2.18.1*)

Co-hosted training event attendees which meet the definition of an SBDC Client, are considered clients of the Program and their name, address and telephone number may not be released without authorization as listed in the Confidentiality section of this agreement.

Restrictions on Certain Types of Clients

Your institution may not utilize SBDC Program funds or resources to provide counseling services to any concern that:

1. Is other than small.
2. Is based in a foreign country; with the exception of US affiliates or subdivisions of foreign companies can receive services as long as the combined company is still considered "small" under the size standards and are located in New Mexico.
3. Is engaged in any activity that is illegal under federal, New Mexico, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, New Mexico, or local law;
4. Derives more than one-third of its gross annual revenue from legal gambling activities;
5. Presents live performances of a prurient sexual nature or derives more than a de Minimis amount of revenue from the sale of products or services of a prurient sexual nature;

6. The OSBDC has not authorized concerning providing counseling services to entities not organized for profit. The OSBDC has further explained that position stemmed from the fact that the statutory language giving rise to the Agency's grant programs typically states that the purpose of each program is to provide technical assistance to the small business community (or certain specified segments thereof). Upon further review, it is now our (OSBDC) position that the Agency's grant recipients may also, under certain circumstances, provide technical assistance to non-profit organizations.

Where a significant portion of a non-profit organization's activities involve providing aid to small business concerns, we believe it would be permissible for a grant program office to allow its grant recipients to provide counseling or training to such non-profits. Such an action would still result in the provision of technical assistance to small business concerns, albeit in an indirect rather than a direct manner.

There is no express statutory restriction against grant recipients providing indirect assistance to small business concerns in the manner described above. As such, we believe it would be consistent with the terms of the Small Business Act to permit grant recipients to provide technical assistance to small business concerns in the traditional, direct manner as well as by indirectly extending such assistance through means of a "train the trainers" type of approach involving non-profit organizations." (OSBDC Funding Opportunity CY22, p.29, 5.1.5.5)

Additionally, your SBDC Service Center cannot use SBDC Program 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. (*OSBDC Funding Opportunity CY 2022 p.37, 6.4.2*)

5. COLLABORATION/RELATIONSHIPS

The NMSBDC Lead Center is required to maximize the Network's efforts to leverage SBA funding by working in conjunction with the SBA District Office and other Federal, state, local and tribal government small business development programs. This includes SBA resource partners such as SCORE, Women's Business Centers (WESST in New Mexico) and the Veterans Business Outreach Centers (VBOC) as well as Small Business Investment Companies, U.S. Export Assistance Centers, Certified Development Companies, and SBA lenders; universities, colleges, other institutions of higher education; and private organizations such as chambers of commerce and trade and industry groups and associations (*OSBDC Funding Opportunity CY 2022 p.4, 1.5*)

While collaboration is encouraged, your SBDC Service Center shall not provide a letter of support for any federal, state or local grant without written permission from the ESD.

Collaboration/Relationships with SBA Resource Partners

Under the direction of the NMSBDC Lead Center, SBDC Service Centers shall participate in collaborative efforts with SBA Resource Partners including co-counseling, remote co-counseling, co-hosted training, client referrals, and shared professional development training. (*OSBDC Funding Opportunity CY 2022 p.4, 1.5*)

The SBA requires SBDC programs to avoid duplication of training efforts. If an SBA Resource Partner office is located within your SBDC Service Center's Assigned Service Area, your Center Director shall meet with the leadership of the SBA Resource Partner office each year and seek to coordinate SBDC client training offerings so that they do not overlap or duplicate partner offerings. When possible, your SBDC Service Center Director shall seek to establish co-hosted trainings with SBA Resource Partners located within your center's Assigned Service Area. (*OSBDC Funding Opportunity CY 2022 p.50, 8.2.18.1*)

SBDC programs are required to support the Entrepreneurship track of the Department of Defense's Transition Assistance Program known as Boots to Business. Under the direction of the NMSBDC Lead Center, your SBDC Service Center shall actively participate in Boots to Business offerings hosted by the New Mexico VBOC within your center's Assigned Service Area. (*OSBDC Funding Opportunity CY 2022 p.51, 8.2.19*)

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New Mexico SBDC Service Centers shall allow employees of the New Mexico VBOC and WESST, or volunteers of the New Mexico SCORE chapters, to attend training offered by your SBDC Service Center at no charge. SBDC Service Centers may charge these SBA Resource Partners for the actual cost of the attendee workbook if it is required to be purchased from a third party. In turn, your SBDC Program funded staff are encouraged to participate in training offerings from the New Mexico VBOC or WESST programs, or the New Mexico SCORE chapters who have agreed to allow your staff funded through this cooperative agreement to attend their training offerings at no charge. The actual cost of attendee workbooks for these training offerings is an allowable cost for your SBDC Program staff funded under this cooperative agreement.

Prior to implementation of collaborative initiatives, such as co-sponsored and/or co-hosted training events, actions or activities with SBA Resource Partners Service Center Directors should inform their assigned ASD of the initiative(s).

Collaboration and Relationship with SBA

The SBDC program for the state of New Mexico is established through a cooperative agreement between SFCC and the SBA. Whereas, SFCC is the Small Business Administration's SBDC recipient organization for New Mexico, your institution's relationship to the SBDC Program is as a subcontractor of SFCC. Therefore, there is no direct relationship between a SBDC Service Center and the SBA, only with SFCC and the NMSBDC Lead Center. However, your institution must comply with all SBA program rules, federal grant guidelines and laws.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this program. In particular, under no circumstances may the SBA logo or acknowledgement of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, services, entity or individual.

SBA Office of Small Business Development Centers (OSBDC)

The NMSBDC Lead Center is under the grant authority of the SBA OSBDC located in Washington DC and SBDC Service Centers have no direct relationship with the OSBDC. Oversight from the OSBDC may require contact with your SBDC Service Center as coordinated with the NMSBDC Lead Center.

Under the direction of the NMSBDC Lead Center, SBDC Service Centers shall assist the SBA in promoting and recruiting participants for SBA co-sponsored events. (*OSBDC Funding Opportunity CY22 p. 48. 8.2.8*)

SBA District Office

The SBA NM District Office conducts delegated grant monitoring activities of the NMSBDC Program on behalf of the SBA OSBDC in Washington D.C.

While the NMSBDC Program is not under the authority of the SBA NM District Office, the NMSBDC Program is required to work in conjunction with the SBA NM District Office in order to support them in accomplishing the SBA's strategic priorities.

When requested to do so by the NMSBDC Lead Center, your SBDC Program funded staff shall work collaboratively with the SBA NM District Office on SBA initiatives. Your SBDC Service Center shall notify their assigned ASD, of any request for support from the SBA NM District Office and shall obtain written authorization from the ESD prior to expending time or financial resources on an SBA NM District Office initiative. If needed, additional financial resources may be provided by the ESD to support preapproved SBA initiatives.

Collaboration with ASBDC

America's SBDC (ASBDC) is the association that represents America's nationwide network of Small Business Development Centers. The NMSBDC Lead Center is a paying member of the ASBDC. As an SBDC Service Center, your SBDC Program funded staff may use the resources offered by the ASBDC

including sponsor offers located at <https://americassbdc.org/resources/sponsor-offers/>, and resources located on the ASBDC membership page <https://americassbdc.org/members/>.

Prior to volunteering or participating in any ASBDC activities (i.e. events, committees, etc.) SBDC Service Center Directors should inform their assigned ASD.

6. CODE of CONDUCT, CONFIDENTIALITY, CONFLICT of INTEREST

Code of Conduct

Your institution and your SBDC Program funded staff must avoid engaging in any actions that may harm the integrity the NMSBDC Program. In the event your SBDC Program funded staff are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, you must immediately remove them from involvement in this project. (*Core Award Terms and Conditions, 2022, p.8, #14*)

The SBA requires that SBDC Programs have a written policy with enforceable elements, which safeguards the SBDC Program. If it is identified by the ESD or SBA OSBDC that any of your SBDC Program funded staff have violated the NMSBDC's Code of Conduct/Confidentiality/Conflict of Interest Form (Attachment N), SBA client confidentiality rules, have engaged in conduct reflecting a material lack of business integrity or honesty, have engaged in conduct resulting in a criminal conviction or civil judgment which would cause the public to question the SBDC's business integrity, or have an actual or apparent conflict of interest, your institution is required to take action. The action your institution must take is to remove them from involvement in this project. (*OSBDC Funding Opportunity CY 2022 p. 53, 8.3.5*) (*Core Award Terms and Conditions, 2022, p.8, #14*) (*13 CFR Part 130, 2009, p.527, 130.700*)

As required by the SBA if the Program funded staff as identified above is not removed from all involvement with the project any of the following actions may be taken by the NM Lead Center at the direction of the ESD. Possible actions include removing their access to NMSBDC Program tools or resources, listing them as ineligible for travel funding related to participating in NMSBDC Program statewide meetings or professional development activities, removing their access to the NMSBDC Program client database, listing them as ineligible to be paid out of NMSBDC grant funds, defunding the position from this cooperative agreement and/or cancelation or non-renewal of this cooperative agreement with your institution.

Confidentiality

Except where a client consents in writing or as directed by SBA per statute (15 U.S.C. § 648(a) (7)), SBDC Service Centers are not permitted to disclose any client information to a third party (or share such information with other units of your institution). In addition, your institution's staff cannot disclose a client's name, address, or telephone number to any party (including SBA), except where:

1. the client consents in writing (Disclosure of Client Information Attachment R, S or U); or
2. a court orders such disclosure; or
3. SBA determines it is necessary for the purpose of conducting financial examinations or client surveys, or where other SBA products, services and/or programs could benefit the client or small business.
4. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys. For clients who have responded "yes" to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information and data contained in Part I along with the small business name every 90 days. SBA will safeguard client and customer Personal Identifiable Information (PII). (*Core Award Terms and Conditions, 2022 p.4, #9*)

To the extent allowable by the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, and agrees to hold the other party harmless from any such liability.

Conflict of Interest

The NMSBDC Program is required to have a written conflict of interest policy that is signed by all employees, consultants, instructors and volunteers of the SBDC Program. The policy is required to include enforceable elements safeguarding the SBDC Program from actual or apparent conflicts in accordance with 2 C.F.R. § 2701.112. (*OSBDC Funding Opportunity CY 2022 p.53 8.3.5*) The NMSBDC Program policy is included in Attachments N, O and P, which addresses the entire calendar year.

2 C.F.R. § 2701.112 stipulates:

1. where an employee or contractor of a non-Federal entity providing assistance under an SBA award also provides services in exchange for pay in her or his private capacity, that employee or contractor may not accept as a client for her or his private services any individual or firm she or he assists under an SBA award.
2. no non-Federal entity providing assistance under an SBA award (nor any sub recipient, employee, or contractor of such an entity) may give preferential treatment to any client referred to it by an organization with which it has a financial, business, or other relationship.
3. except where otherwise provided for by law, no non-Federal entity may seek or accept an equity stake in any firm it assists under the auspices of an SBA award. Additionally, no principal, officer, employee, or contractor of such an entity (nor any of their Close or Secondary Relatives as those terms are defined by 13 CFR 108.50) may seek or accept an equity stake or paid position in any firm the entity assists under an SBA award.

Your institution must avoid both organizational and individual conflicts of interest and your SBDC Service Center may not assist clients with whom it or its principals have business relationships, or in which it or its principals hold financial interests, whether based on debt or equity in accordance with the principles identified in 2 C.F.R. § 2701.112. Furthermore, your institution must not permit your employees or agents to assist clients in which they or their immediate family members have financial interests. Your institution, principals, employees, and agents also must not take advantage of any involvement in the SBDC Program to direct or refer clients to outside business endeavors in which they or their immediate family members have financial interests. (*Core Award Terms and Conditions, 2022 p.8, #14*)

7. DISASTER OPERATION PLAN, CYBERSECURITY

The SBA requires that each Service Center must have in place disaster plans which are coordinated with the host institution to ensure delivery of services to small businesses in its area of operations. Such plans must be kept on file and available for review. SBDCs individually, and in cooperation with SBA and other Federal Agencies as well as state and local entities are encouraged to provide disaster recovery assistance to support impacted small businesses.

Your Service Center should maintain awareness of your institutions cybersecurity policies and follow them. In the event of a known data breach of SBDC client data or a cybersecurity breach at your host institution which would potentially compromise computers used to access SBDC client data, your institution will notify the Lead Center as soon as possible. Service Centers should be on the alert for potential phishing attempts and should not provide their Neoserra username or password to the Lead Center, SBA or any third-party.

Notification of cybersecurity breaches or Neoserra access phishing attempts should be provided immediately upon awareness of said breach. Please promptly report cybersecurity breaches or Neoserra access phishing attempts to:

NMSBDC Lead Center
Sevastian Gurule, NMSBDC Database Analyst
6401 Richards Avenue
Santa Fe, NM 87508
(505) 428-1589
e-mail: sevastian.gurule@sfcc.edu

The NMSBDC Lead Center requires access to all usernames and passwords of any social media or email marketing accounts associated with the NMSBDC Program or your SBDC Service Center and all administrative access/rights necessary to change passwords for these accounts, lock out all users authorized or unauthorized in an attempt to secure the platform, integrity of the program and your institution.

8. COMMUNICATION RELATED MATTERS

SBDC Program Matters

Your institution is required to inform your SBDC Program funded staff of their duty to report all concerns, issues, or matters pertaining to potential SBDC Program violations, the mistreatment or discrimination of SBDC clients to the ESD.

Your SBDC Service Center shall comply with 13 CFR parts 112, 113 and 117, which require that no person shall be excluded on the grounds of age, color, handicap, marital status, national origin, race, religion or sex from participation in, be denied that benefits of, or otherwise be subjected to discrimination under, any program or activity for which the recipient organization received Federal financial assistance from SBA.

Your SBDC Program funded staff is obligated to report all instances of fraud, waste, or abuse related to the SBDC Program to the ESD. If, in their view, the ESD does not satisfactorily address the allegations of fraud, waste or abuse they should report the matter as indicated below. (*Core Award Terms and Conditions, 2022, p.1, #2 1.A.4.*)

Rachel Karton rachel.newman-karton@sba.gov
U.S. Small Business Development Centers
409 Third Street; SW, 6th Floor
Washington, DC 20416
(202) 619-1816

If still not satisfied they should report the matter to the SBA Office of Inspector General via the online complaint submission system or the Fraud, Waste, and Abuse Hotline at 1-800-767-0385 or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. (*Core Award Terms and Conditions, 2022, p.8, #14*)

SBDC Marketing and Promotional Matters

SBDC Service Centers are expected to participate in promoting the SBDC Program and SBDC Key Services in alignment with the NMSBDC Statewide Business Plan and the direction of the NMSBDC Lead Center.

The SBA has specific restrictions and guidance concerning the use of the SBA logo, SBA disclaimer verbiage, promotional expenses and the use of client emails and contact information. Service Centers are required to use the approved templates which are located on the NMSBDC Intranet when communicating with the public on printed materials and/or online materials including websites and any social media platforms.

The following actions regarding promotion/branding of the NMSBDC Program or your SBDC Service Center require the prior approval of their assigned ASD:

1. purchasing any advertising or promotional services.
2. purchasing or creating any items for promotional purposes (e.g., rack cards, brochures, shirts, caps, logo pens, signs, banners, etc.).
3. the creation, use or alteration of any business card for your SBDC Program funded staff.
4. releasing NMSBDC or SBDC Service Center measurement outcomes in printed or digital format.
5. developing and/or establishing any website, website pages, social media or email marketing accounts associated with the NMSBDC Program or your SBDC Service Center.

9. RECORDS, REPORTS

SBDC Service Center Records

Your institution must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial and/or programmatic and/or legal compliance audit or examination of your SBDC Service Center. You must make these records available to the NMSBDC Lead Center, SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand within a reasonable amount of time during regular business hours and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. ((*CSBDC Funding Opportunity p. 11, 4.1.1.1 and p. 36 6.4*)

At a minimum, your SBDC Program must maintain the following Program records:

1. The time and attendance of your employees whose salaries are charged to this cooperative agreement, with sufficient detail to substantiate the claimed percentage of work performed in support of this project was 100%. (Quarterly Time and Effort Report Attachment G)
2. An inventory of equipment or controlled supplies of higher dollar value and high potential for loss such as computers, etc., purchased in whole or in part with SBDC Program funds. (Property Record of Equipment and Controlled Supplies Attachment H) (*OSBDC Funding Opportunity p. 14, 4.1.2.3 d & e*) (2 C.F.R. § 200 .313(d))
3. Your annual Single Audit (A-133) and general ledgers. All audit findings must be reported to the NMSBDC Lead Center within 30 days of the completed audit.
4. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with SBDC Program funds including federal, state match and program income.
5. Copies of checks, receipts, and other supporting documentation for all expenses and SBDC Program income related to this cooperative agreement.
6. 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 and requirements in this cooperative agreement.

Program records may be kept in hard copy or electronic form and must be retained for no less than four years and three months from the ending date of this cooperative agreement, unless notified by the NMSBDC Lead Center that the Program grant retention period has been extended (2 CFR 200-333)
Your SBDC Service Center shall not create or alter any NMSBDC Program form.

Counseling and Training Records

The **ONLY** approved storage location for client information including client names, contact information, files or records is in the Outreach Systems Neoserra database (referred to as Neoserra).

The SBDC Service Center is responsible for reporting all business counseling activity utilizing the NMSBDC Program's management information system software Neoserra. The SBDC Service Center shall require each business or individual requesting assistance to complete the SBA Counseling Information Form (SBA Form 641) through <https://nmsbdc.ecenterdirect.com> prior to commencement of any business counseling and/or training action. As of 8/1/2019 all NMSBDC Service Center are required to have all clients register through <https://nmsbdc.ecenterdirect.com> and a paper SBA Form 641 is no longer accepted. If a client can't access the internet, the Service Center can download a paper SBA Form 641 from www.sba.gov, and complete it, have the client sign it, and then the Service Center uploads the SBA Form 641 to Neoserra and then shreds the paper copy. Additionally, all paper SBA Form 641s in client files were required to be converted to electronic format by 1/1/2020 and stored in the client's file in Neoserra.

The SBDC Service Center shall fully document all business counseling using Neoserra for initial and each subsequent client business counseling session no later than the end of the next working day. The SBDC Service Center shall maintain individual files in an electronic format on each business counseling client,

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including documentation necessary to provide a clear audit trail of all counseling sessions in Neoserra. As of 8/1/2019 SBDC Service Centers were no longer allowed to create client files in a paper format and by 1/1/2020 all client files created prior to 8/1/2019 were required to be scanned and attached to the clients Neoserra record.

All economic impact associated with WIG 1 Program measures must be captured on the client signed Client Economic Impact Report (Attachment I) and must be attached to the specific corresponding milestone or capital funding in Neoserra. Milestones and capital funding entered into Neoserra without a corresponding Client Economic Impact Report will be marked as non-reportable by the NMSBDC Lead Center and will not be reported to the SBA nor count towards the SBDC Service Center's Deliverables.

Training Records

Management Training Report, SBA Form 888 or electronic equivalent (Attachment K) shall be used to report and document SBDC Service Center training activity. The SBDC Service Center shall upload all records of training events to the NMSBDC Program's management information system software Neoserra. Your SBDC Service Center shall require training event attendees to use the Pre-Training Participant Profile Record (Attachment L) and the Post-Training Evaluation Report (Attachment M) or electronic equivalent to evaluate each training event. The signed SBA Form 888 and Attachment L and Attachment M, the advertisement of the training event or activity on the NMSBDC template must be attached to the Neoserra training record no later than the end of the second working day after the training activity.

Financial Records

The General Ledgers of all accounts, files and records of the SBDC Service Center, which are applicable to this cooperative agreement, shall at all reasonable times be available for inspection, review and audit by NMSBDC Lead Center, SBA, SFCC or SFCC's Federal or State Cognizant Audit Agency in accordance with the Uniform Administrative Regulations.

Performance Reports

The NMSBDC Program is required to submit semi-annual and annual reports to the SBA OSBDC. Your SBDC Service Center shall support this requirement by providing information on your Center's activities for each reporting period as requested by their assigned ASD.

Financial Reports

The quarterly financial reports will consist of a Request for Reimbursement (Attachment C), Program Income Statement Form (Attachment D), Property Record of Equipment and Controlled Supplies (Attachment H), Quarterly Time and Effort Report (Attachment G) and Quarterly Activity Report (Attachment T). Appropriate backup documentation on individual expenditures during the quarter must be provided to support the Request for Reimbursement and Program Income Statement Form. All financial reports and backup documentation should be submitted within 25 days of the close of each quarter excluding the second quarter report (April-June), which is due by July 11, 2022, due to the SFCC fiscal year closeout. This backup documentation must include, but not be limited to, supporting General Ledger reports that show the detailed transactions for the period in question. The NMSBDC Lead Center reserves the right to request further documentation as necessary to ensure that all expenditures in both accounts are in full compliance with SBDC Program rules as well as State and Federal law. The Program Income Statement Form must clearly show all income into the account and match the training reported on all SBA Form 888's for the period of the statement in Neoserra or explain any discrepancies. The Program Income Statement Form must clearly show all program income account expenditures and match the General Ledger reports for the period and include a detailed description of said expenditures on the Program Income Statement Form.

Along with the 2nd Quarter (April-June) Request for Reimbursement, a payroll report showing the full amount of Salaries and Fringe Benefits paid to each individual employee charged to the SBDC **Service** Center for the period of SFY22 (**June 2021-July 2022**) will be required to be submitted for reporting purposes. This report must coincide with the General Ledgers submitted for the same period.

The type, frequency and number of total technical reports required are subject to change, as determined by the ESD. SBDC Service Centers will be notified in writing of any such changes and any additional reporting requirements/forms will be provided by the NMSBDC Lead Center as necessary.

10. PAYMENT, ACCOUNTING, PROGRAM INCOME, DEBARRED ENTITIES

Payment

Your institution shall, following the commencement of work and Deliverables (Attachment A), submit a Request for Reimbursement (Attachment C) on a quarterly basis to SFCC for payment of costs incurred during the preceding quarter.

Payments for performance under this cooperative agreement shall be made by SFCC to your institution on a cost-reimbursement basis, upon receipt of deliverables, when approved by the ESD and SFCC. Any payments shall be made in accordance with the Approved Budget (Attachment B). Final billing for the last quarter of the calendar year must be received by SFCC no later than January 20, 2023.

In order to process payment under this cooperative agreement, please promptly direct the claim for reimbursement to:

NMSBDC Lead Center
Stuart Graw, NMSBDC Principal Accountant
6401 Richards Avenue
Santa Fe, NM 87508
(505) 428-1362
e-mail: stuart.graw@sfcc.edu

Pursuant to OMB Circular A-129 (Policies for Federal Credit Program), no Federal funds may be awarded to an organization, which is delinquent on repayment of a Federal debt. Your institution certifies by acceptance of this cooperative agreement that it is not delinquent on the repayment of any Federal debt.

Litigation cost whether they are civil, criminal or administrative are not permitted to be charged to the SBDC Program. No SBDC Program funds may be used to cover costs related to liabilities arising under this program.

Accounting

Your institution must establish and maintain separate identifiable accounts for 1) Federal funds, 2) State matching funds and 3) Program Income. SBA requires the ability to obtain separate reporting information on how all federal, state matching funds and program income have been expended. All funds allocated under this cooperative agreement, including all matching and program income funds, are subject to Federal laws and SBA guidelines.

Any budget revision requests between line-item cost categories as outlined on the SBDC Service Center's approved budget in this cooperative agreement must be submitted on Request for Line-Item Transfer (Attachment E) and require prior approval from their assigned ASD, the Principal Accountant and the ESD.

If the SBDC Service Center receives a refund of their program funds previously paid under this program, it must be immediately reported to the NMSBDC Principal Accountant for the remedy, regardless if the program period has ended. The remedy will be provided to your institution in writing and must be followed.

Cost incurred in excess of this cooperative agreement or deemed unallowable by the NMSBDC Lead Center shall not be reimbursed and are the sole responsibility of your institution. Program funds for the payment of per diem, lodging, meals or other subsistence expenses associated with local travel are not allowable, however, Program funds may be used to pay transportation expenses for local travel not to exceed Federal allowable amounts.

Increase in your SBDC Program funded staff compensation including fringe benefits approved by the Legislature and Governor is the sole responsibility of your institution unless the funding is provided to the

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NMSBDC Program in its' appropriation. Additionally, any compensation including fringe benefits increases in excess of any statewide increase percentage is also the sole responsibility of your institution unless prior written approval has been provided by the ESD.

Indirect or institutional charges may not be charged to this cooperative agreement. Direct charges for appropriate and customary services that are allowable, allocable and reasonable may be permitted as determined by the ESD and the SBA. Any attempt to reclassify indirect or institutional charges as direct charges is not permitted. If SFCC, State or SBA rule through audit exception or some other appropriate means that expenditures from funds allocated to your institution for direct costs, were not made in compliance with regulations or this cooperative agreement, your institution shall reimburse the amount of any expenditures disallowed.

Your institution must allow your SBDC Service Center Director to execute their program budget and expenditures in accordance with their Approved Budget (Attachment B) subject to all Federal laws and regulations and the terms of the SBDC grant and this cooperative agreement. Your institution shall not pressure or encourage personnel performing under this cooperative agreement to incur additional cost in an effort to use excess funds that have resulted from a personnel vacancy.

The SBDC Service Center shall not have Federal cash balances which earn interest.

You must obtain advance approval from the NMSBDC Lead Center prior to using SBDC Program funds for renovations of an existing facility.

Program Income

Program Income is gross income earned by a Service Center that is directly generated by an activity supported with project funds or earned as a result of the award and once received are treated as Federal funds. All non-federal, SBDC revenues received from any source under the auspices of this program, except as defined by 2 CFR 200.80, are considered to be Program Income and subject to the same rules and regulations contained herein. Program income must be used to expand the quantity or quality of services, resources or outreach provided by the SBDC Network. Planned expenditures from program income are subject to OMB Uniform Guidance and SBDC program rules and requirements as set forth in 13 C.F.R. § 130.480. All Program Income as defined in 2 CFR 200.80 and 2 CFR 200.307, shall be reported to the NMSBDC Lead Center using the Program Income Statement Form (Attachment D).

Your institution shall establish a separately identifiable program income account to facilitate financial reporting. By SBA requirements, all Program Income and Program Income account expenditures must be accounted for separately from the regular SBDC Service Center's SBDC federal and state match accounts and must carry forward if a new cooperative agreement is provided for the next calendar year.

Debarred Entities

Federal law prohibits the use of SBDC Program funds or SBDC Program resources to pay salaries of employees or costs of consultants, contractors, or other service providers, where such entities are currently suspended or debarred. In addition, SBDC Program funds may not be used 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. (*OSBDC Funding Opportunity CY 2022 p. 37, 6.4.2*)

Your SBDC Service Center staff is responsible for verifying that entities paid or (where applicable) assisted with SBDC Program funds or SBDC Program resources are not suspended or debarred in order to avoid subsequent disallowance of costs under this cooperative agreement. To determine if an individual or firm is suspended or debarred or have an unresolved debt with a Federal agency, you may consult the System for Award Management (<https://www.sam.gov/>)

11. NON-TRANSFERABILITY, TERMINATION, PROJECT CLOSEOUT

Non-Transferability

This cooperative agreement may not be transferred or assigned (either in whole or in part) without prior written approval from the ESD and SFCC. Additionally, no interest in this cooperative agreement may be conferred upon a third party and the cooperative agreement may not be pledged as collateral or security. (*Core Award Terms and Conditions, 2022, p.3, #7 III.A.1*)

Your institution entering into contracts or a memorandum of understandings involving the SBDC Program, requires prior approval from the ESD.

Termination/Suspension/Enforcement

This cooperative agreement is for the Project period as stated on page 1. During the period of this cooperative agreement, if your institution materially fails to comply with the terms and conditions of this agreement, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, ESD, SFCC or the SBA will take whatever enforcement measures deemed appropriate to remedy that non-compliance, up to immediate termination of this agreement. If your institution chooses to terminate their involvement in the SBDC Program your institution must provide written notification 45 days in advance of that intent to the ESD so that the SBA can be notified and approve of the closure. Your institution must continue to operate their SBDC Service Center until authorization to close the Service Center is obtained from the SBA.

Project Closeout

At the end of this cooperative agreement and if a new cooperative agreement has not been offered by SFCC and fully executed, this cooperative agreement will cease, and your institution may not incur any new reimbursable expenses. Your institution must submit its final performance and financial reports and its final request for payment within 60 calendar days of the cooperative agreement end date. If your institution does not submit its final payment requests within 60 days of the cooperative agreement end date, all remaining, undisbursed program funds will be de-obligated and will no longer be available to your institution.

If your institution has not received a new cooperative agreement, your institution must include a list of all equipment purchased with SBDC Program funds along with final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with SBDC program funds, and its current, depreciated value. Your institution must follow the instructions of the NMSBDC Lead Center on how to transfer/dispose of that equipment. Where your institution has unexpended program income remaining at the end date of this program award, your institution must remit that money as determined by the NMSBDC Lead Center.

Where the ESD has designated another organization as successor for the purposes of providing SBDC services in the Assigned Service Area, your institution must turn over all the equipment, materials (including top-level domains, social media platforms and web content), and remaining office supplies, computers, peripherals and computer supplies purchased with SBDC program funds, client files, as well as all program records, to the successor designated in accordance with procedures and timeline provided by the NMSBDC Lead Center. Your institution must make good faith effort to facilitate the smooth transition of the program to the successor designated by the ESD. (*Core Award Terms and Conditions, 2022, p. 9-10, #16.*)

12. INCORPORATION OF APPLICABLE PROVISIONS OF PRIME CONTRACT *(Core Award Terms and Conditions, 2022, p.10-11, #18)*

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 cooperative agreement will be governed by and construed under Federal law. Specifically, this cooperative agreement is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs):

- a. 15 USC § 648 (SB Act, SBDC Program).
- b. 13 CFR Part 130 (Small Business Development Centers).
- c. 5 U.S.C. App. 1 (Inspector General Act of 1978).
- d. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act).
- e. 15 U.S.C. § 631 et seq. (Small Business Act).
- f. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000).
- g. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations).
- h. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014).
- i. 31 U.S.C. § 6305 Using Cooperative Agreements
- j. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182.
- k. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government).
- l. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36.
- m. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas).
- n. 49 U.S.C. App. 1517 (Fly America Act).
- o. 2 C.F.R. Parts 180 and 2700 (Non-procurement Debarment and Suspension).
- p. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance).
- q. 13 C.F.R. Part 146 (Restrictions on Lobbying).
- r. 15 C.F.R. Parts 730-774 (Export Restrictions).
- s. 22 C.F.R. Parts 120-130 (International Traffic in Arms).
- t. 31 C.F.R. Parts 500-598 (Foreign Assets Control).
- u. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements).
- v. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).
- w. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); and
- x. Executive Order 13788 (Buy American and Hire American).