



# Counselor Agreement

I, \_\_\_\_\_, agree to provide counseling services on behalf of America's SBDC Iowa (SBDC). I agree to adhere to the assigned terms for costs and service; I have read and do understand the Counselor Guidelines which accompany this agreement and agree to abide by them. I also agree not to recommend the purchase of goods or services from a source in which I have an interest, accept fees or commissions from third parties who have supplied goods or services to the client on my recommendations, nor offer my services for hire until at least 30 days have elapsed from the last date of service covered by this agreement. (The 30-day requirement can be waived by written request from the client.)

Information obtained by me in the course of counseling a small business person is confidential and will not be disclosed without the client's written consent. I will not serve a client's competitor concurrently without a full-written disclosure to, and written permission of, both parties.

## Reimbursable Expenses

- Mileage for travel from my home city to client location will be reimbursed at the customary rate used by the SBDC center which employs me. Travel time will not be compensated.
- Research expenses specific to the client's needs are reimbursable, after authorization, but research expenses of a general nature are not.
- Time spent waiting for a client or expenses related to missed appointments will not be reimbursed.
- Expenses for telephone, postage, typing, copying, etc. will require original receipts for reimbursement.
- A Counseling Activity Report must be completed and approved by the SBDC before reimbursement will be made. (*See Counselor Guidelines for additional information.*)

Please print and complete all items below.

Counselor Address: \_\_\_\_\_

Counselor Phone Number: \_\_\_\_\_

Counselor E-mail Address: \_\_\_\_\_

Counselor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have agreed to submit this document by electronic means. By signing this document electronically, I certify that my answers are correct and complete to the best of my knowledge. I also certify that I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By typing my name above, I am electronically signing this document.

Section below to be completed by authorized SBDC personnel only.

Compensation Rate: \$ \_\_\_\_\_ per hour

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

(Signature of SBDC person hiring counselor)

(In compliance with Iowa Code Section 22.11, the "Iowa Fair Information Practices Act," America's SBDC Iowa (SBDC) requests this information for the purposes of rendering or evaluating SBDC services. No persons outside the SBDC and the U.S. Small Business Administration are routinely provided this information. Release of this information is governed by U.S. Small Business Administration rules and applicable state and federal statutes.)

# Counselor Guidelines

These guidelines are part of the SBDC Counselor Agreement. Signature on the Counselor Agreement indicates your understanding and acceptance of these guidelines.

- A. Make initial contact with your client within 48 hours of receiving assignment. Introduce yourself to your client and schedule the first visit. This need only take a few minutes and will show the clients that you are interested in solving their problem or answering their questions. If meeting times cannot be set that are mutually agreeable, please call the SBDC person who assigned you so that a new counselor can be assigned.
- B. Approval to continue working on any assignment with the client beyond the authorized hours is mandatory. Contact the SBDC person who assigned you the case directly. We encourage intensive efforts with clients, but must know what you intend to accomplish before granting approval. Payment will not be made for unauthorized counseling hours.
- C. Counseling Activity Reporting
  1. Counseling Activity Reporting is required to be submitted online at least monthly through our Neoserra system. You will be instructed to either turn in your counseling activity to the SBDC person who assigned you, and their center personnel will input the activity in Neoserra, or you will be trained by the SBDC Lead Center and then authorized to input your own counseling activity into Neoserra.
  2. Monthly input deadlines are set by the SBDC Lead Center and can be found in the Neoserra system. Do not wait until counseling assignment completion before submitting your hours.
  3. Counseling Activity Report fields should be filled out completely. Ask the SBDC person who assigned you for your SBDC counselor number and include it when reporting counseling activity. When accepting an assignment, be sure to get the client's ID number and put it on your reports as well. This will speed up your payments.
  4. Counselors will receive payment as provided by their SBDC center's Host Institution payables procedures.
  5. If outside typing is necessary for completion of business documents or correspondence, this must be negotiated with the SBDC person who assigned you before the work is started. Prior approval is required.
  6. Receipts are needed for all copying, phone calls, postage, and outside typing.
    - a. Please mark the SBDC phone calls on your regular telephone bills. We will need originals, but can return a copy to you.

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- b. The post office will furnish you with receipts for postage. Please attach these receipts and other receipts to your counseling reimbursement requests.
  - c. It may be possible for mailings to be done from the SBDC center that assigned you, as well as a limited amount of copying. Check with your SBDC center first.
- D. The SBDC is allowed to pay for travel expense, but not travel time. For use of personal automobile, the compensation rate is established by the SBDC center that makes your assignment.
- E. Please pay close attention to the Conflict of Interest Statement contained in the Counselor Agreement form. Questions of interpretation should be asked of the SBDC person who assigned you.
- F. The SBDC realizes that independent counselors and clients may wish to establish private arrangements which go beyond the services provided to clients by the SBDC. By signing our Counselor Agreement, you agree that you will not offer your services to clients for pay until 30 days have elapsed from the end of your SBDC assignment to that client, unless the SBDC has approved a written request from the client.
- G. Here are some other “rules of thumb” to guide you in counseling:
- 1. Keep all client information STRICTLY confidential. Do not discuss client affairs with anyone without approval of the SBDC person who assigned you.
  - 2. Be prompt and receptive to the client’s needs.
  - 3. Do not do for clients what they are capable of doing for themselves.
  - 4. Remember that SBDC efforts are educational. It is our intention to advise, not to perform work for, clients. You may not make commitments on our behalf, or agree to provide services beyond your assignment. Counselors should not become “adjunct staff” to the client’s business.
  - 5. All records must be complete before pay is disbursed.
  - 6. Keep your SBDC contact person informed of progress and problems. We do not intend to tell you your business, but do need to be sure that client needs are being served and that the relationship between you is effective.

Remember, the SBDC is here to assist our clients and our counselors in any way we can. We encourage counselor use of our library and other resources and are more than happy to reserve conference/meeting room time for your client meetings. We will always be here to lend you guidance in dealing with SBDC clients.

## Counselor Information Sheet

*Items in gray are to be completed by SBDC personnel.*

Action <input type="checkbox"/> Add <input type="checkbox"/> Change <input type="checkbox"/> Delete	If deletion, please explain:		
Center:	First Name:	Last Name:	
Home Address:		Home E-mail:	
City:	State:	Zipcode:	
Place of Work (Company Name):		Work E-mail:	
Work Address:			
City:	State:	Zip Code:	
Work Phone Number (include area code):	Preferred Contact Number:	Call Before:	Other phone number you can be reached at regularly (include area code):
Home Phone Number (include area code):	<input type="checkbox"/> Home	Call After:	
Fax Number (include area code):	<input type="checkbox"/> Work	Maximum Hours Per Client:	
Geographic Area of Service (within # miles - check one): <input type="checkbox"/> 50 <input type="checkbox"/> 150 <input type="checkbox"/> 250			
Counselor Signature*: (See statement at bottom of page.)			Date:
<b>SBDC OFFICE USE ONLY:</b>			
Local SBDC Location Number:		Local SBDC Name & City:	
Counselor Type: <input type="checkbox"/> Employee <input type="checkbox"/> Graduate Student <input type="checkbox"/> Faculty <input type="checkbox"/> Private Consultant <input type="checkbox"/> Private Trade Assoc Member <input type="checkbox"/> SCORE/ACE Member <input type="checkbox"/> Other		Counselor Number Assigned by Local SBDC Office:	
<b>COMMENTS:</b>			

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## Conflict of Interest – Standards of Conduct

**As a condition of my employment/partnership with America's SBDC Iowa (IASBDC),  
I agree to the following:**

- I shall not use my position for a purpose that is, or gives the impression of being motivated by a desire for personal gain for myself or persons with whom I have business, family, or other relationships;
- I shall not recommend the purchase of goods or services from sources in which I have a direct or indirect interest;
- I shall not solicit or accept, or appear to solicit or accept any gift, loan, reward, equity in a business, compensation, or other monetary remuneration, promise of future employment, favor or service from third parties who supply goods or services to the IASBDC;
- I shall not solicit or accept private business consulting/counseling engagements from any persons seeking counseling from the IASBDC Network during my term of employment. Nor will I solicit an engagement as paid consultant for an IASBDC client within six months subsequent to the term of my employment;
- I shall not invest in the business of any IASBDC client;
- I shall hold the affairs of all persons seeking IASBDC services in strict confidence and maintain the high standards of professional conduct;
- I will safeguard the confidentiality of clients and client information:
  - I will not keep client information on any electronic device that is not password protected.
  - Any paper files or information will be safeguarded while they are in my possession.
- I shall disclose all outside employment and business ventures to IASBDC State Director for review for any potential conflict of interests with IASBDC services and or products,
- Disregard of any of the above may lead to immediate dismissal or other remedies.

I have read the terms of this agreement and agree to abide by these terms.

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Counselor/Employee's Name (print)

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Signature

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Date

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulation may be obtained by contacting the person to which this proposal is submitted.

## **Before Completing Certification, Read Instructions on Page 2**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

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

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

By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.