



## Counselor Guidelines

These Guidelines are intended to outline the process of working with SBDC clients. Signature at the end of this document indicates your understanding and acceptance of these guidelines. A separate agreement with the host institution and the counselor must be in place before beginning counseling.

- A. Make initial contact with your client within 48 hours of receiving assignment. Introduce yourself to your client and schedule the first visit. This only takes a few minutes and will show the client that you are interested in solving their problem and/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 through our Neoserra system. You will be instructed to either email 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. Use only client IDs on invoices. Do not use client names due to confidentiality.
  - 3. Counselors will receive payment as provided by their SBDC center's Host Institution payables procedures.
- D. Reimbursable Expenses should be discussed with the SBDC center before they are incurred.
  - 1. SBDC is allowed to pay for travel expenses, but not travel time. For use of personal automobile, the compensation rates is established by the SBDC center that makes your assignment.
  - 2. Time spent waiting for a client or expenses related to missed appointments will not be reimbursed.
- E. Counselors agree to not recommend the purchase of goods and/or services from a source in which they have an interest, or accept fees/commissions from third-parties who supplied goods/services to the client based on counselor recommendations. Nor offer their services for hire until at least 30 days have elapsed from the last date of service provided by the counselor. The 30-day requirement can be waived by written request of the client.
- F. Information obtained by counselors in the course of counseling a small business person is confidential and will not be disclosed without the client's written consent.

G. Additional items to guide counseling:

1. Listen, Listen, Listen
2. Try to create some type of document/note with action items or To-Do's. Share this list with the client.
3. When talking about number/budgets, write them down. Try to provide a quick, high-level calculation of start-up costs, cost of goods sold, margins, market size, revenues, etc., so the client has an example. Make sure the notes and numbers are legible.
4. Ask questions of the client. How many customers do you need? What do you think the average sale will be? Where will you source your products? At what cost? Who is your customer? Do you need a loan? How does this compare to the industry or what are the current trends/numbers in your region?
5. Offer solid comments and direction when appropriate. If you have experience or expertise that is relevant, be brief and to the point.
6. Share experiences that have worked for you or other clients in the past.
7. Be careful to only use negative statements when necessary to try to prevent negative outcomes.
8. Lead, Show How, and Encourage.
9. Remember, ultimately, the business belongs to the owner and they make the final decisions.
10. All records must be complete before pay is disbursed. Invoices submitted by counselors will be crosschecked against Neoserra records to ensure adequate and proper documentation.
11. Keep your SBDC contact person informed of progress and problems.

**Please complete and sign all items below.**

---

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

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

Counselor Email: \_\_\_\_\_

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

---

SBDC Regional Center: \_\_\_\_\_

Regional Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 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.

---

Counselor/Employee's Name (print)

---

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.



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

---

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

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.

## 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 Voluntarily 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.