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December 27, 2023

The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court and

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Pursuant to RSA 14:30-a, VI, authorize the Department of Business and Economic Affairs (BEA) to accept and expend State Small Business Credit Initiative (SSBCI) Technical Assistance (TA) grant program funds from the US Department of Treasury in the amount of \$756,778 for the purpose of providing legal, accounting, and financial advisory services to very small businesses (VSB's) and business enterprises owned and controlled by socially and economically disadvantaged individuals (SEDI-owned businesses), effective upon Fiscal Committee and Governor and Executive Council approval through June 30, 2025.  
**100% Federal Funds.**

Funding to be budgeted as follows:

<b>SSBCI TA Grant Program 03-22-22-220510-XXXX0000</b>		<b>FY 24 Requested Budget</b>
Revenue		
000-406816-16	FEDERAL FUNDS	\$756,778
Total Revenue		\$756,778
Expense		
050-500109	PERSONAL SERVICE TEMP	\$17,341
060-500612	BENEFITS	\$7,430
040-501587	INDIRECT COSTS	\$4,963
041-500801	AUDIT FUND SET-ASIDE	\$750
042-500620	ADDITIONAL FRINGE BENEFITS	\$1,294
102-500731	CONTRACTS FOR PROGRAM SERVICES	\$725,000
Total Expense		\$756,778

**EXPLANATION**

The US Department of Treasury has awarded the New Hampshire Small Business Development Center (NH SBDC) a State Small Business Credit Initiative (SSBCI) Technical Assistance (TA) grant contingent upon Fiscal Committee and Governor and Executive Council approval. The SSBCI TA grant, which is a component of the American Rescue Plan Act of 2021 (ARPA), provides States with funds to provide legal,

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accounting, and financial advisory services to very small businesses (VSB's) and business enterprises owned and controlled by socially and economically disadvantaged individuals (SEDI-owned businesses). The State of New Hampshire's Department of Business and Economic Affairs (BEA) has been designated as the "implementing entity" for purposes of overseeing these funds and entering into any agreements relative to their administration. Additionally, every state had access to an allocation from the SSBCI TA grant program, but an application and subsequent award by US Treasury was required. As a result, SBDC will directly facilitate the program with oversight by BEA for federal compliance purposes.

These funds provided to the NH SBDC will be used to fund TA services to eligible beneficiaries, as well as align with and support other state or federally funded initiatives or programs. Eligible beneficiaries are very small businesses (VSB's) and businesses owned and controlled by socially and economically disadvantaged individuals (SEDI-owned businesses) that are applying for, preparing for, or have previously applied for an SSBCI capital program or other federal or other jurisdiction program that supports small businesses.

New Hampshire has more than 130,000 small businesses, which create a majority of new jobs and have a significant impact on the State's economy. Recent surveys conducted by SBDC indicate that many of those small businesses have ongoing concerns and need for assistance as it pertains to access to capital, legal counsel, accounting and recordkeeping, and financials.

The principal function of the NH SBDC program is to design and carry out quality business advising, training, and educational services to help entrepreneurs and existing business owners reduce operating costs and respond to changing market conditions to be competitive and more profitable. The NH SBDC's current client base consists of roughly 90% VSB's and is therefore well suited to facilitate this TA program. The NH SBDC and BEA have a preexisting relationship and familiarity in part due to a Cooperative Project Agreement in effect through this biennium (June 30, 2025), enabling SBDC and BEA's Division of Economic Development to work closely through referral exchanges and special projects designed to help meet the needs of the New Hampshire's small business community.

By participating in this SSBCI TA grant program, the State will be in an even better position to respond to the various, and often changing, needs of and opportunities for New Hampshire's small business community, and its economic development efforts are enhanced by this support to small companies which in turn, promotes growth and creates jobs.

Upon approval of this item, BEA will seek approval by the Governor and Executive Council to enter into an agreement with the NH SBDC to provide administration, oversight, reporting, and support services in compliance with the SSBCI TA grant program requirements.

The total grant amount awarded to BEA for the SSBCI TA grant program is \$756,778, to run through October 31, 2027.

Funds are budgeted as follows:

Class 050 – Personal Service Temp – salary cost allocation for existing position.

Class 060 – Benefits – Benefit cost allocation for existing position.

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Class 040 – Indirect Costs – all agencies receiving outside funding from any source are required by RSA 21-I:75 to recover a proportional share of the outside funding source to alleviate agency indirect costs.

Class 041 – Audit Fund Set-Aside – to comply with RSA 124:16 that requires all agencies which receive federal funds to set aside a percentage (0.1%) of the federal revenue amount received to pay for financial and compliance audits.

Class 042 – Additional Fringe Benefits – Post retirement cost allocation for existing position.

Class 102 – Contracts for Program Services – contract to UNH/NH SBDC to implement SSBCI-TA program.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,



Taylor Caswell  
Commissioner

**U.S. DEPARTMENT OF THE TREASURY  
STATE SMALL BUSINESS CREDIT INITIATIVE TECHNICAL ASSISTANCE  
NOTICE OF AWARD**

<p><b>Recipient name and address:</b> New Hampshire Department of Business and Economic Affairs DBA Division of Economic Development 100 North Main Street Suite 100 Concord, NH 03301</p>	<p><b>UEINumber:</b> VZ8GBEALT588 <b>UEI Registered Name:</b> BUSINESS AND ECONOMIC AFFAIRS, NEW HAMPSHIRE DEPARTMENT OF <b>Taxpayer/Employer Identification Number:</b> 026000618 <b>Assistance Listing Number:</b> 21.031</p>
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**Award Name:** SSBCI TA Grant Program

**Federal Award Identification Number (FAIN):** SSBCI-21031-0035

**Federal Award Description:**

The American Rescue Plan Act of 2021 (ARPA) permits Treasury to allocate funds for the State Small Business Credit Initiative (SSBCI) Technical Assistance (TA) Grant Program. The SSBCI TA Grant Program provides financial assistance to eligible recipients to carry out TA plans, under which eligible recipients will provide legal, accounting, and financial advisory services to very small businesses (VSBs) and business enterprises owned and controlled by socially and economically disadvantaged individuals (SEDI-owned businesses). The SSBCI TA Grant Program is intended to assist VSBs and SEDI-owned businesses that are currently applying, preparing to apply for, or have previously applied for the SSBCI Capital Program or another other Federal or jurisdiction program that supports small businesses.

The U.S. Department of the Treasury (“Treasury”), pursuant to this Notice of Award (“Notice of Award”), hereby issues this award to New Hampshire Department of Business and Economic Affairs DBA Division of Economic Development (“Recipient”) under Title III of the Small Business Jobs Act of 2010 (SBJA), Pub. L. 111-240, as amended by the American Rescue Plan Act of 2021 (ARPA), Pub. L. 117-2 (collectively, the “SSBCI statute”) (codified at 12 U.S.C. §§ 5701 et seq.).

Treasury and Recipient hereby agree that this award shall be governed by the following approved application materials and Schedules, which are hereby incorporated into this Notice of Award in their entirety and are made a material part hereof: the (1) Schedule 1: General Award Terms and Conditions (including Annex A), (2) Schedule 2: Special Award Condition(s), if applicable, and (3) the Recipient's application for the SSBCI TA Grant Program that has been approved by Treasury, including any written information in connection therewith and any attachments, appendices, project plans, budgets, certifications, assurances, written supplements, or amendments thereto, submitted by the Recipient to Treasury. By executing this Notice of Award, Recipient agrees to abide by all the terms of this Notice of Award, including the Schedules attached hereto, which collectively constitute the SSBCI Technical Assistance (TA) Grant Agreement.

This TA Grant Agreement shall be effective as of the date of its execution by both parties.

 U.S. Department of the Treasury Authorized Representative: Jessica Milano Title: Chief Program Officer Date signed (Federal Award Date): 10/24/2023	New Hampshire Department of Business and Economic Affairs DBA Division of Economic Development Authorized Representative: Taylor Caswell Title: Commissioner  Date signed: 10/23/2023
<b>Treasury Contact Information:</b> U.S. Department of the Treasury ATTN: State Small Business Credit Initiative Main Treasury Building Room 1310 1500 Pennsylvania Avenue, N.W. Washington, DC 20220 SSBCI_Information@treasury.gov	<b>Recipient Contact Information:</b> New Hampshire Department of Business and Economic Affairs DBA Division of Economic Development 100 North Main Street Suite 100 Concord, NH 03301 (603) 271-0670 <a href="mailto:taylor.caswell@livefree.nh.gov">taylor.caswell@livefree.nh.gov</a>
Period of Performance Start Date: Federal Award Date	
Period of Performance End Date: 48 months from Federal Award Date	
Federal Share: \$756,778.00	
Non-Federal Share: \$0.00	
Total Approved Budget (Federal Share + Non-Federal Share): \$756,778.00	

**Privacy Act Statement:**

The Privacy Act of 1974 (Privacy Act) protects certain information that the federal government has about “individuals” (United States citizens and lawfully admitted permanent residents). The Privacy Act does not generally apply to businesses, but some federal courts have found that this law applies to sole proprietors (they are deemed “individuals” under the Privacy Act).

**AUTHORITY:** Small Business Jobs Act of 2010 (SBJA), Title III, 12 U.S.C. § 5701 et seq., as amended by the American Rescue Plan Act of 2021 (ARPA), section 3301.

**PURPOSE:** This information is maintained by Treasury so that it can process applications submitted in accordance with the Small Business Jobs Act of 2010 (SBJA), Title III, 12 U.S.C. § 5701 et seq., as amended by the American Rescue Plan Act of 2021 (ARPA), section 3301, communicate with program contacts, and otherwise carry out the program described under that statute.

**ROUTINE USE:** The information you furnish may be shared in accordance with the routine uses outlined in Treasury .013, Department of the Treasury Civil Rights Complaints, Compliance Reviews, and Fairness in Federal Programs Files System of Records Notice (SORN), 88 Fed. Reg. 12439, Treasury .015, General Information Technology Access Account Records, 85 Fed. Reg. 73353; and Treasury .017, Correspondence and Contact Information, 81 Fed. Reg. 78266. For example, one routine use under Treasury .017 is to disclose information to international, federal, state, local, tribal, or private entities for the purpose of the regular exchange of business contact information in order to facilitate collaboration for official business. More information about this and other routine uses can be found in the SORNs listed above, updates to which may be periodically posted on Treasury’s website.

**DISCLOSURE:** Providing this information is voluntary. However, failure to furnish the requested information may result in the denial of funding under your application.

## **Schedule 1: General Award Terms and Conditions**

### **1. Use of Funds.**

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with 12 U.S.C. § 5708(e) and Treasury's implementing regulations and guidance.
- b. Recipient will determine prior to engaging in any project using the award funds that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

### **2. Compliance with Applicable Law and Regulations.**

- a. Recipient agrees to comply with, and that this award is subject to, the requirements of 12 U.S.C. § 5708(e) and Treasury's implementing regulations and guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal statutes and regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 41 U.S.C. § 8103 and 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 U.S.C. § 1352 and 31 C.F.R. Part 21.
  - viii. Trafficking Victims Protection Act (TVPA) of 2000, as amended, 22 U.S.C. § 7104(g).
  - ix. Civil Actions for False Claims Act, 31 U.S.C. § 3730.

- x. False Claims Act, 31 U.S.C. § 3729, 18 U.S.C. §§ 287 and 1001.
  - xi. Program Fraud and Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.
  - xii. Lobbying Disclosure Act of 1995, 2 U.S.C. §§ 1601 et seq.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iii. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - iv. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), which prohibits discrimination on the basis of sex under federally assisted education programs or activities.
3. Reporting. Recipient agrees to comply with any reporting obligations established from time to time by rule, guidance, or otherwise by Treasury as they relate to this award.
4. Maintenance of and Access to Records.
- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with 12 U.S.C. § 5708(e), Treasury's implementing regulations and guidance, and the Uniform Guidance's recordkeeping requirements at 2 C.F.R. §§ 200.334-200.338, except as otherwise provided by this section.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, are limited to five percent of the total amount of this award. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of this award and only with Treasury's written approval.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient and any subrecipients must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and the TA Grant Program Guidelines that is applicable to all activities funded under this award. In accordance with 2 C.F.R. § 200.112, the Recipient and any subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting this award.
9. Financial Management; Internal Controls. Recipient shall comply with the financial management and internal control requirements at 2 C.F.R. §§ 200.302-200.303.
10. Procurement; Contract Provision. Recipient agrees that all procurement transactions shall be in accordance with 2 C.F.R. §§ 200.317–200.327, as applicable. This includes that all contracts made by the Recipient under this award, as applicable, must contain the provisions required under 2 C.F.R. Part 200, Appendix II —Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Recipient must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.
11. Subawards. Certain award activities funded through this award may be accomplished through a subaward by the Recipient to one or more subrecipients. Before disbursing any funds to a proposed subrecipient, the Recipient must identify the subrecipient and provide documentation that the subrecipient is an entity eligible to receive a subaward under the TA Grant Program consistent with Section III.c. of the TA Grant Program Guidelines. In addition, the Recipient must provide Treasury with an itemized subrecipient budget with an appropriate justification via a budget narrative.

In addition, before a subrecipient undertakes any work to be funded through this award, the Recipient shall enter into a written subaward agreement with the subrecipient governing the subrecipient's work activities. The subaward agreement shall meet the requirements of 2 C.F.R. § 200.332(a) and shall include a requirement that the subrecipient comply with all of the terms and conditions of this award. Recipient shall be responsible for monitoring the subrecipient's performance under the subaward in accordance with the requirements of 2 C.F.R. § 200.332.

12. Budget. Recipient must expend project funds in accordance with the approved budget set forth in Annex A to Schedule 1 (the "Approved Budget"). Recipient is required to report deviations from the Approved Budget and request prior written approval from Treasury in accordance with 2 C.F.R. §§ 200.308 and 200.407.
13. Project and Program Evaluation; Use of Information. As part of the process of validating and monitoring the award and the performance information provided by Recipient, and as a general method of evaluating the award and the TA Grant Program, Treasury reserves the right to conduct project and program evaluations through site visits and/or surveys during or after the period of performance. Such evaluations may be conducted by outside parties associated with Treasury or by Treasury staff. Recipient agrees to participate in the evaluation by answering the evaluator's questions and furnishing information as requested. Evaluators will maintain the confidentiality of business information as required and appropriate. Recipient agrees to provide data and client management system information to facilitate evaluations. The site visit may include interviews with Recipient's staff or visits with assisted businesses.

Treasury reserves the right to use information contained in the Recipient's application as well as all

reports and performance data submitted by the Recipient to undertake an evaluation of the TA Program. Recipient agrees to cooperate with such evaluations, including by sharing performance information that they have collected or will collect as part of their award activities, including performance information for assisted businesses.

14. Remedial Actions. In the event of Recipient's noncompliance with 12 U.S.C. § 5708(e), Treasury's implementing regulations and guidance, other applicable laws, any term of this award, or any reporting or other program requirements, Treasury may impose specific conditions in accordance with 2 C.F.R. § 200.208 or take other available remedies as set forth in 2 C.F.R. § 200.339. In addition, Treasury may terminate an award in whole or in part as set forth in 2 C.F.R. §200.340.
15. Refunds, Interest, or Unused Funds. If Recipient needs to return award funds money to Treasury, for example in the case of unused funds, Treasury will provide instructions on how to process a repayment. Interest earned on Federal advance payments deposited in interest-bearing accounts above \$500 must be remitted annually in accordance with 2 C.F.R. § 200.305(b)(9).
16. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
17. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
18. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project XXXX-XXXX] awarded to [name of Recipient] by the U.S. Department of the Treasury."
19. Debts Owed the Federal Government.
  - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused; and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 19(a). Treasury will take any actions available to it to collect such a debt.
20. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
21. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
22. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
23. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**Annex A to Schedule 1: Approved Budget**

<u>Personnel</u>	\$17,341.00
<u>Fringe Benefits</u>	\$8,724.00
<u>Travel</u>	\$0.00
<u>Equipment</u>	\$0.00
<u>Supplies</u>	\$0.00
<u>Contractual</u>	\$725,000.00
<u>Other</u>	\$750.00
<u>Total Direct Costs</u>	\$751,815.00
<u>Indirect Costs</u>	\$4,963.00
<u>Federal Funds</u>	\$756,778.00
<u>Match / Cost Share</u>	\$0.00
<u>Program Income</u>	\$0.00
<u>Non-Federal Funds</u>	\$0.00
<u>Total Funds</u>	\$756,778.00

**Schedule 2: Special Award Conditions**

**Federal Award Identification Number (FAIN):** SSBCI-21031-0035

If applicable, Amendment Award Number:

Name of Recipient: New Hampshire Department of Business and Economic Affairs DBA Division of  
Economic Development

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Special Award Condition 1: None.

Reason: None.