

SUBCONTRACT
5-57064-A

THIS SUBCONTRACT is effective as of August 3, 2011 by and between the Trustees of the University of Pennsylvania (hereinafter referred to as the "UNIVERSITY"), on behalf of the State Director of the Pennsylvania Small Business Development Centers (SBDC) program (hereinafter referred to as the "STATE DIRECTOR") and Shippensburg University SBDC (hereinafter referred to as the "SUBCONTRACTOR").

WITNESSETH:

WHEREAS, the Pennsylvania Department of Environmental Protection has contracted with the UNIVERSITY for the delivery of ENVIRONMENTAL MANAGEMENT ASSISTANCE PROGRAM (EMAP) services and the UNIVERSITY is subcontracting a portion of these funds to support the EMAP Consultant employed by the SUBCONTRACTOR who will deliver EMAP services.

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

ARTICLE I. SCOPE OF WORK

Program activities to be supported with funds provided under this Agreement are those activities described in the Pennsylvania Small Business Development Centers workplan submitted to the Pennsylvania Department of Environmental Protection; the agreement between the Pennsylvania Department of Environmental Protection and the University of Pennsylvania for the period beginning July 1, 2011 and ending June 30, 2012 and amended August 3, (which is incorporated by reference); the network Policies and Procedures Manual, policy and informational directives and other governing documents; and such other activities as may be mutually agreed upon in writing by the STATE DIRECTOR and the SUBCONTRACTOR.

The SUBCONTRACTOR agrees to fulfill the following responsibilities in providing EMAP services:

The EMAP Consultant employed by the Shippensburg University SBDC shall be the primary EMAP point of contact for Duquesne, Indiana, Saint Francis, Saint Vincent, Shippensburg and the University of Pittsburgh SBDCs. The EMAP Consultant shall provide the following services to small businesses in these centers' regions:

- a) Environmental management and compliance assistance consulting to identify business problems and develop solutions. The EMAP Consultant shall:
 - i) Respond promptly to EMAP Hotline calls and other requests for environmental information or assistance;
 - ii) Provide environmental consulting assistance to start-up and existing businesses;

- iii) Provide in-depth consulting assistance for environmental compliance issues, including air, waste, water and any other media.
 - iv) Conduct on-site assessment visits for clients and conduct appropriate follow-up;
 - v) Develop and maintain strong relationships with DEP regional office staff and arrange meetings and pre-application discussions, as needed;
 - vi) Prepare client success stories in a format specified by the Director, Environmental, Energy and Technologies Services supported by economic and environmental impact data.
- b) The EMAP Consultant will help develop and offer environmental workshops or seminars, as needed, in accordance with regional and statewide EMAP initiatives and all Pennsylvania SBDC policies.
 - c) Referral services to other organizations providing relevant and appropriate small business environmental technical assistance.
 - d) Confidential liaison with environmental agencies regulating and assisting small businesses.
 - e) Support statewide activities as required by the Director of Environmental, Energy and Technology Services including, but not limited to: preparing publications; preparing articles for program newsletters; preparing reports, developing tools and offering training for staff and small businesses; and participating in special consulting assignments;
 - f) Participate in national Small Business Environmental Assistance Provider committees and events.

ARTICLE II. PERIOD OF PERFORMANCE

The period of performance of this Subcontract shall begin on August 3, 2011 and shall not extend beyond June 30, 2012, unless such period is extended in writing by both parties.

ARTICLE III. PROGRAM CONTROL

It is understood that the final approval of the work performed by the SUBCONTRACTOR shall be vested in the STATE DIRECTOR. The project director for the UNIVERSITY is Christian Conroy, State Director.

ARTICLE IV. PERSONNEL

The work and services covered by this Subcontract shall be conducted under the direction of Mike Unruh. Change in the person responsible for direction of the work and services must be approved, in advance, by the STATE DIRECTOR.

Any revisions to the personnel justification sheet submitted with the original budget, resulting in reallocation of salary and effort to new sources require the concurrence of the STATE DIRECTOR.

The SUBCONTRACTOR agrees to employ, at a minimum, one full-time position for carrying out the responsibilities for the Environmental Management Assistance Program. The STATE DIRECTOR reserves the right to approve or disapprove the employment of key professional employees for this program. Resumes of such key professional employees, in sufficient detail to reveal the candidate's experience and qualifications, must be submitted to the STATE DIRECTOR for consent prior to employment under this Subcontract.

ARTICLE V. INSPECTION

The SUBCONTRACTOR agrees to participate in such evaluations, including but not limited to financial, programmatic and operational reviews, of the SBDC program as may be required by the UNIVERSITY or STATE DIRECTOR.

Designated representatives of the UNIVERSITY and STATE DIRECTOR shall have the right to inspect and review progress of work performed pursuant to this Subcontract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations or analyses used or generated under this Subcontract when such inspections are conducted. Access shall also be granted to all financial documentation upon request by UNIVERSITY or STATE DIRECTOR. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the UNIVERSITY shall give the SUBCONTRACTOR reasonable notice prior to conducting any such inspections. Inspection by the UNIVERSITY shall not relieve the SUBCONTRACTOR of the responsibility to fully and formally report the details of the work set forth herein.

ARTICLE VI. REPORTS

The SUBCONTRACTOR shall collect and report data, program performance and other information to the STATE DIRECTOR in accordance with the Pennsylvania Small Business Development Centers Policies and Procedures Manual and other guidance from the STATE DIRECTOR.

The SUBCONTRACTOR shall submit quarterly activity reports to the EMAP Director, Environmental, Energy and Technology Services in the format provided.

ARTICLE VII. PURCHASE ORDER

Within 30 days of the signing of the Subcontract, the UNIVERSITY will forward the SUBCONTRACTOR a Purchase Order. The terms and conditions set forth in this Subcontract shall supersede the Purchase Order Terms and Conditions.

ARTICLE VIII. COMPENSATION

- A. This Subcontract is a cost-reimbursable contract. The total estimated cost is \$78,000.
- B. The UNIVERSITY agrees to reimburse the SUBCONTRACTOR for the performance of work under Article I above, in an amount not to exceed \$78,000 as reflected in the attached budget (ATTACHMENT A).
- C. Invoices shall be submitted within three weeks of the end of each quarter to the Pennsylvania Small Business Development Centers, 3819-33 Chestnut Street, Suite 325, Philadelphia, PA 19104-3238. They shall reflect all costs expended during the quarter. The invoice for the final quarter shall be submitted not later than 45 days after the close of the contract period. THE UNIVERSITY CANNOT GUARANTEE PAYMENT OF INVOICES RECEIVED MORE THAN 45 DAYS AFTER THE CLOSE OF THE CONTRACT PERIOD.
- D. UNIVERSITY'S STATE DIRECTOR may request a breakdown of costs and documentation to support those expenses, once invoices are submitted. This information shall be provided within fifteen days of the request date.
- E. Invoices must be presented in the format provided on the Pennsylvania SBDC Intranet and should be submitted on letterhead with a unique invoice number and signed by the Shippensburg SBDC Director and authorized institutional representative.
- G. All invoices and financial reports are subject to audit by either the Commonwealth or the UNIVERSITY.
- H. Should the Commonwealth or the UNIVERSITY determine certain SUBCONTRACTOR costs to be unallowable as a result of a final audit, the SUBCONTRACTOR will be liable for those costs.

ARTICLE IX. SUBCONTRACTS

The SUBCONTRACTOR agrees that no second tier subcontract will be executed without prior written approval of the UNIVERSITY and STATE DIRECTOR.

ARTICLE X. MODIFICATIONS

Changes to this Subcontract may be made only by written amendment signed by both parties.

ARTICLE XI. TERMINATION

Either party shall have the right to terminate this agreement upon 30 days written notice to the other party. In event of termination, the UNIVERSITY shall honor all allowable incurred costs

and obligations which cannot be canceled and the SUBCONTRACTOR will be responsible for providing a final report documenting all work performed through the termination date.

ARTICLE XII. GENERAL PROVISIONS

- A. The SUBCONTRACTOR must operate in accordance with all guiding policy, procedural, operational, management, programmatic and other guiding documents including, but not limited to the Policies and Procedures Manual; DEP annual workplan (ATTACHMENT B); and guidance and information from the STATE DIRECTOR, in performing the scope of work described in this Subcontract.
- B. Entering, recording or reporting, into the network's Management Information System or in any reports submitted to the State Director or University, any false or misleading data, or data that does not comply with the intent, spirit and requirements of the network's policies and procedures, is a violation of this contract and can lead to termination.
- C. Confidentiality – In accordance with Federal law and Pennsylvania SBDC policies, individual client information relative to the client's business, including the identity of clients, shall not be provided to any person or public or private agency, without the prior written approval of the client.
- D. The SUBCONTRACTOR will participate in specific statewide EMAP marketing activities as identified by the STATE DIRECTOR.
- E. Any reference or use of the University of Pennsylvania's name in any publication, website, or advertising, must have prior written approval from the UNIVERSITY.
- F. In the event of any inconsistency between this Subcontract and the GRANT CONTRACT, regarding terms and conditions and in relation to SUBCONTRACTOR's performance, the terms of this Subcontract shall govern.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the date first written above by their duly authorized representatives.

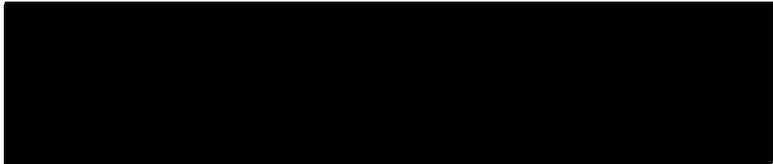
THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA



Adam P. Kirkland, Esq.
Associate Director, Corporate Contracts
Office of Research Services

10/13/11
(Date)

SHIPPENSBURG UNIVERSITY OF PENNSYLVANIA



William N. Ruud, Ph.D.

Date



Barbara G. Lyman, Ph.D.

Date

Provost

and Senior Vice President for Academic Affairs

APPROVED AS TO FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS, AND
AVAILABILITY OF FUNDS:



Associate Vice President
for Administration and Finance

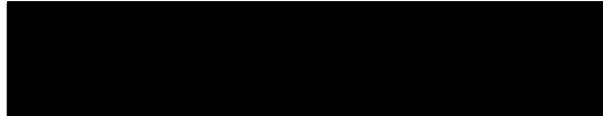
10-26-11
Date

APPROVED AS TO FORM & LEGALITY:



PA State System of Higher Education

11/1/11
Date



OFFICE OF ATTORNEY GENERAL

EFFECTIVE DATE
NOV - 9 2011
OF CONTRACT

IPSSP Reference #: 2592
Funder Reference #: 5-57064-A

ATTACHMENT A
SBDC:

Shippensburg University

**BUDGET
STATE DEP FUNDING**

	<u>State</u>
Personnel	
# Full Time <u> 1 </u>	49,369
# Part Time <u> </u>	
# Students FT__ PT__	
Fringe Benefits	24,000
Travel	3,500
Equipment	
Supplies	500
Contractual	
Outside Consultants	
Other	631
TOTAL COSTS	78,000



FULLY EXECUTED - CHANGE 1
 Purchase Order No: 4300230204
 Original PO Effective Date: 06/28/2010
 PO Change Date: 05/26/2011
 PO Issue Date: 06/01/2011

Your SAP Vendor #: 117579

Please Deliver To:
 AIR QUALITY
 12TH FL RCSOB 400 MARKET STREET
 HARRISBURG PA 17105-8468 US

Supplier Name/Address:
 TRUSTEES OF THE UNIVERSITY OF
 PENNSYLVANIA
 3451 Walnut St Rm P221 Franklin BLDG
 PHILADELPHIA PA 19104-6205 US

Supplier Phone Number: 215-898-7293
 Supplier Fax Number: 215-898-9708

Please Bill To:
 Commonwealth of Pennsylvania - PO Invoice
 PO Box 69180
 Harrisburg, Pennsylvania 17106

Purchasing Agent

Name: Stella Molinares
 Phone: 717-783-9465
 Fax: 717-772-5748

Purchase Order Description:
 35 EPR # 93480 Renewal.

This Purchase Order is comprised of: The above-referenced Solicitation, the Suppliers Bid or Proposal, and any documents attached to this Purchase Order or incorporated by reference.

Suppliers must provide four mandatory elements on PO invoices: PO Number, Invoice Date, Invoice Number, and Invoice Gross Amount. Failure to comply will result in the return of the invoice. Additional optional information such as supplier name, address, remit to information and PO Line Item information will improve invoice processing.

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
1	Professional Staff Salaries	216,980.000	Each	07/01/2010	1.00	1	216,980.00
2	Fringe 33.1%	71,820.000	Dozen	07/01/2010	1.00	1	71,820.00
3	Travel	16,000.000	Each	07/01/2010	1.00	1	16,000.00

Information:

Total Amount:
 SEE LAST PAGE FOR TOTAL OF
 ALL ITEMS

Currency: USD

Supplier's Signature _____
 Printed Name _____

Title _____
 Date _____



FULLY EXECUTED - CHANGE 1
Purchase Order No: 4300230204
Original PO Effective Date: 06/28/2010
PO Change Date: 05/26/2011
PO Issue Date: 06/01/2011

Supplier Name:
TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
4	Professional Development	4,000.000	Each	07/01/2010	1.00	1	4,000.00
5	Supplies	500.000	Each	07/01/2010	1.00	1	500.00
6	Telephone Hotline	4,000.000	Each	07/01/2010	1.00	1	4,000.00
7	Web Site Developmet Maintenance	2,000.000	Each	07/01/2010	1.00	1	2,000.00
8	Quarterly Newsletter	1,277.000	Each	07/01/2010	1.00	1	1,277.00
9	Publications	6,000.000	Each	07/01/2010	1.00	1	6,000.00
10	Marketing Events/Advertising	500.000	Each	07/01/2010	1.00	1	500.00
11	Overhead	96,923.000	Each	07/01/2010	1.00	1	96,923.00
12	Professional Staff Salaries	217,987.000	Each	07/01/2011	1.00	1	217,987.00
*** New Item ***							

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF
ALL ITEMS

Currency: USD



FULLY EXECUTED - CHANGE 1
Purchase Order No: 4300230204
Original PO Effective Date: 06/28/2010
PO Change Date: 05/26/2011
PO Issue Date: 06/01/2011

Supplier Name:
TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
13	Fringe	70,132.000	Each	07/01/2011	1.00	1	70,132.00
	*** New Item ***						
14	Travel	16,000.000	Each	07/01/2011	1.00	1	16,000.00
	*** New Item ***						
15	Professional Development	3,458.000	Each	07/01/2011	1.00	1	3,458.00
	*** New Item ***						
16	Supplies	500.000	Each	07/01/2011	1.00	1	500.00
	*** New Item ***						
17	Telephone Hotline	4,000.000	Each	07/01/2011	1.00	1	4,000.00
	*** New Item ***						
18	Web site Development Maintenance	4,500.000	Each	07/01/2011	1.00	1	4,500.00
	*** New Item ***						
19	Publications	6,000.000	Each	07/01/2011	1.00	1	6,000.00
	*** New Item ***						
20	Marketing Events/Advertising	500.000	Each	07/01/2011	1.00	1	500.00

Information:

Total Amount:
SEE LAST PAGE FOR TOTAL OF
ALL ITEMS

Currency: USD



FULLY EXECUTED - CHANGE 1
 Purchase Order No: 4300230204
 Original PO Effective Date: 06/28/2010
 PO Change Date: 05/26/2011
 PO Issue Date: 06/01/2011

Supplier Name:
 TRUSTEES OF THE UNIVERSITY OF
 PENNSYLVANIA

Item	Material/Service Desc	Qty	UOM	Delivery Date	Net Price	Price Unit	Total
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*** New Item ***

21	Overhead	96,923.000	Each	07/01/2011	1.00	1	96,923.00
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*** New Item ***

General Requirements for all Items:

Header Text

5/25/11 - Renewal 2 of 4 (PO # 4300230204)
 (Original PO # 4300169823)

Terms & Conditions remain the same.

Quarterly Newsletter, Brochures & Postcard Mailings at N/C.

****NOTE: This Renewal is contingent on the passage of the Commonwealth of Pa Budget.

TERM: 7/1/11 - 6/30/12

6/1/10

Renewal 1 of 4 for PO # 4300169823. Contract is being renewed under the same terms and conditions of the original PO (4300169823).

Brochures(s) & Postcard Mailings at N/C.

*****NOTE: This Purchase is contingent on the passage of the Commonwealth of Pa Budget.

New Term: 7/1/10 - 6/30/11

CONTRACT CONTACT:

Susan Foster (717) 787-7019
 Connie Cross (717) 787-9702

Shipping Instructions

CONTRACT CONTACT:

SUSAN FOSTER (717) 787-7019

Terms of Payment

Payment shall be made upon receipt of invoice for services rendered.

Vendor Memo (General)

RECEIPT OF PURCHASE ORDER SHALL BE CONSIDERED NOTICE TO PROCEED

Information:

Total Amount:

840,000.00

Currency: USD



FULLY EXECUTED - CHANGE 1
Purchase Order No: 4300230204
Original PO Effective Date: 06/28/2010
PO Change Date: 05/26/2011
PO Issue Date: 06/01/2011

Supplier Name:
TRUSTEES OF THE UNIVERSITY OF
PENNSYLVANIA

No further information for this PO.

Information:

Total Amount:
840,000.00

Currency: USD

WORK PLAN FOR THE
PENNSYLVANIA SMALL BUSINESS
ENVIRONMENTAL ASSISTANCE PROGRAM

Time Period:
July 1, 2011 to June 30, 2012

3/31/2011

SUBMITTED BY:
PENNSYLVANIA SMALL BUSINESS DEVELOPMENT CENTERS
THE WHARTON SCHOOL
UNIVERSITY OF PENNSYLVANIA

I. Introduction

Established by the Pennsylvania Small Business Development Centers (PA SBDC) in 1997, the SBDC Environmental Management Assistance Program (EMAP) has a long and established track record of assisting small businesses with environmental regulatory compliance and permitting as well as encouraging the adoption of smart environmental strategies to reduce pollution and improve energy efficiency.

On October 1, 2004, the Pennsylvania Department of Environmental Protection (the Department) and the Pennsylvania Small Business Development Centers (PA SBDC) entered a new partnership, as reflected by a five year cooperative agreement, through which the PA SBDC received DEP funding to increase its environmental assistance capabilities and provide additional environmental assistance as *the* provider of the Department's multi-media small business environmental technical and compliance assistance program. The partnership fulfills the Department's requirements under the Pennsylvania Air Pollution Control Act and section 507 of the federal Clean Air Act, and is authorized under the Pennsylvania Small Business and Household Pollution Prevention Program Act.

On July 16, 2009 the cooperative agreement was renewed by PA DEP for a second five year period. This work plan covers the third year of the new five year cooperative agreement.

This partnership has allowed the PA SBDC to complement its existing environmental and energy efficiency assistance services with additional technical assistance capabilities, particularly through a staff of technical experts with significant air quality experience. EMAP staff provides businesses with hands-on technical assistance in topics such as emissions calculations, forms and applications reviews, and the preparation of permit applications, reporting submissions, and environmental plans.

In terms of compliance assistance, there are typically three categories of small businesses:

- Those who want information directly from DEP permit writers and inspectors and who feel comfortable working directly with the Department
- Those who are unfamiliar with the DEP and feel more comfortable working with the non-regulatory staff of the Small Business Ombudsman's Office, and
- Those who are unfamiliar with DEP and feel more comfortable asking questions and receiving information from a neutral third party organization.

It is specifically this last category of small business the partnership with EMAP is designed to address and assist. It has been critical that an arm's length relationship be

maintained between EMAP and the Department. While assistance is offered in partnership with the Department, and referrals are increasingly made by the Department to EMAP, for the businesses potentially in need of assistance it is critical for EMAP to remain independent and not be viewed or marketed as a DEP program.

Utilizing this strategy, the PA SBDC/EMAP partnership with DEP has been a win-win arrangement for small businesses, the PA SBDC network, and DEP since the partnership was established. Most importantly, small businesses have quick and easy access through the PA SBDC network to highly qualified environmental professionals who can address their environmental and energy related needs. To help meet those needs, funds provided through this cooperative agreement have enabled the PA SBDC to complement existing environmental and energy efficiency services with staff who can provide in-depth compliance assistance focusing on air quality issues, often the most complex regulatory requirements small businesses must navigate and comply with, along with a staffed statewide toll-free environmental hotline service. The partnership with EMAP enables DEP to offer a full-service multi-media compliance assistance and energy efficiency program through this partnership – the envy of many other state small business environmental assistance programs.

II. NATURE AND SCOPE OF WORK FOR FISCAL YEAR 2011-12

The following work plan is intended to build upon the existing partnership and provide direction for the fiscal year beginning July 1, 2011. This will be the third year of the five year cooperative agreement that was renewed July 16, 2009.

This Work Plan explains how the Pennsylvania Small Business Development Centers will continue to implement the partnership to provide Pennsylvania small businesses with confidential compliance and technical information and assistance related to air pollution; hazardous, residual and municipal waste; water quality and management issues; and pollution prevention and energy efficiency strategies. Through outreach, technical, educational, partnering, evaluation, and promotional strategies outlined in this work plan, the PA SBDC will:

- A. Assist Pennsylvania small business to:
 1. Calculate pollution amounts.
 2. Identify applicable environmental regulations, permitting, and planning requirements.
 3. Identify applicable or available compliance methods and technologies.
 4. Assist with the completion of US EPA and Department forms, applications, plans, and reports.
 5. Identify applicable or available pollution prevention strategies.
- B. Identify and conduct outreach to small businesses and business sectors affected by new regulations and policy changes.
- C. Partner with stakeholders, including the Department.
- D. Promote and market the program.
- E. Assist in the evaluation of the effectiveness of the program.

It is critically important for the program to provide services confidentially to small businesses. The success of offering assistance through a neutral third party depends entirely on the program operating and appearing separate from a regulatory agency. The PA SBDC Environmental Management Assistance Program must be marketed and promoted to maintain a high level of statewide visibility because the cooperative agreement, referenced by service purchase contract number 4300230204, and this ensuing work plan establishes the PA SBDC Environmental Management Assistance Program as the Commonwealth's primary program for providing small business environmental technical and compliance assistance.

Based on funding received from other sources, the PA SBDC will continue to support the Environmental Management Assistance Program's consulting, on-site, and training activities. This contract provides funding for the environmental staff to continue providing environmental management and air quality regulatory compliance consulting and on-site assistance services. A telephone hotline has been established and staff resources have been dedicated for answering calls and assisting clients with air quality issues and concerns. Additional in-depth technical assistance is being, and will continue to be, provided to assist clients with pollutant calculations, permit applications, permit-related reporting submissions, plans, and forms reviews.

III. ENVIRONMENTAL ASSISTANCE SERVICES

The following are specific methods the PA SBDC agrees to use to effectively and efficiently provide environmental assistance:

A. Telephone Hotline

The PA SBDC will operate a toll-free telephone hotline, in addition to continuing to publish local center telephone contact information. The PA SBDC agrees to:

1. Staff the hotline with persons who are able to effectively process calls and communicate timely and accurate responses.
 - a. Maintain experienced staffing to answer hotline calls.
 - b. Up to one hour per issue may be provided to assist private consultants, attorneys, and out-of-state businesses. Assistance requiring more than one hour should be referred to appropriate DEP program office contacts.
2. Staff the hotline during normal business hours and maintain an off-hour answering service.
3. Provide access to the hotline from all states in the country.
4. Operate the hotline in compliance with the federal Americans with Disabilities Act.
5. Provide service in English.
6. Track the geographic source of calls, callers by industry type, caller topics, and how the caller learned of the program.

B. Consulting Assistance – In-Depth Air Quality Assistance

In a majority of instances, a client's issue may best be resolved through one-on-one consultation, including on-site assessment visits. The purpose of one-on-one consulting and on-site assessment visits will be to provide the clients with a better understanding of applicable air quality regulatory compliance requirements, options for compliance and pollution prevention, and hands-on technical assistance for making emission calculations, reviewing forms, and preparing permit applications, reporting submissions, and environmental plans.

The PA SBDC agrees to:

1. Provide experienced staffing to provide clients with hands-on technical assistance.
2. Provide clients with one-on-one technical assistance consulting.
3. Offer and conduct for clients on-site environmental assessment visits by qualified personnel including environmental specialists, engineers, and pollution prevention/energy efficiency specialists who are knowledgeable about:
 - a. Federal, state, and local environmental policies, rules, regulations, and laws.
 - b. Pollution control options.
 - c. Pollution prevention opportunities and technologies.
 - d. Pollution and economic calculation methodologies.
 - e. Small business environmental assistance services.
4. Maintain the confidentiality of names and any reports prepared for clients and businesses visited.

C. Web Site

The Internet is increasing in use as a source of information and as a way of doing business. The PA SBDC agrees to operate and maintain an easily identifiable, robust, and user-friendly environmental management web site, including email capabilities.

Specifically, the PA SBDC will:

1. Operate and maintain a small business environmental management assistance web site that is listed with search engines, is easy to find and navigate, is accessible to the public, and ensures the confidentiality of users.
2. Populate and regularly update the web site with current information on regulations, policies, and topics of interest.
3. Be capable of adding, changing, or deleting information or links within 48 hours, as appropriate.

4. Allow users to review and download copies of the Department's policies, requirements, laws and other documents pertinent to small businesses (hyperlinks are appropriate).
5. Provide information on the web site regarding program services, and allow users to email comments and requests for information.
6. Add and maintain links to other websites of interest to small businesses and that are helpful in the use of the internet such as Adobe Acrobat Reader®, US EPA, and the Department.
7. Regularly review all existing links and correct "linkage" problems.
8. Track visits specific to the environmental management assistance web site.
9. Secure the web site from unauthorized tampering and prevent users from adding, changing, or removing any documents.
10. Comply with the Americans with Disabilities Act.

D. Newsletter

A newsletter can provide easy to understand information to a broad audience. It also helps establish program identity and visibility. Specifically, the PA SBDC agrees to:

1. Continue the publication of its *First Stop* newsletter in electronic format.
2. Provide information in the newsletter that keeps Pennsylvania small businesses timely apprised of environmental requirements and issues, compliance options, and pollution prevention and energy efficiency strategies.
3. Maintain a subscriber database and add subscribers as requested by the Department and clients.
4. Coordinate with appropriate sources in the Department, including the Department Agreement Officer, and at EPA to ensure the accuracy of information contained in the newsletter.
5. Provide space, or a column, for topics identified as important to the Department, if requested.
6. Provide the Department with an electronic version.

E. Published Materials

Published material can be used to reach a wide audience with information. As funding allows and as appropriate, the PA SBDC will publish and distribute new educational publications such as, but not limited to: fact sheets, guides, reports, and manuals.

The PA SBDC will also look for opportunities to partner with business or environmental associations to publish articles and other information in their newsletters or journals.

F. Seminars

In some cases, the most effective environmental assistance approach can be a seminar, teleconference, or workshop for the affected industry sector. As appropriate and as funding allows, the PA SBDC agrees to conduct, sponsor, or participate in seminars, teleconferences, or workshops. After joint discussion with the Department regarding audience make-up and appropriateness, the PA SBDC will offer speaking opportunities to Department staff. To the extent the PA SBDC controls access to registration and attendee information, the PA SBDC will maintain the confidentiality of all attendees.

IV. MARKETING

Small businesses are often unaware of environmental regulations and the benefits of operating in an environmentally responsible manner. They are also frequently unaware of the environmental assistance available to them. Program outreach is vital. Businesses must know that assistance is available, the types of assistance available, and how they can easily obtain that assistance.

The PA SBDC must market the Environmental Management Assistance Program and will use the most effective ways to maintain a high level of visibility, promote the services of this program, and solicit clients. To avoid potentially duplicative marketing efforts, the PA SBDC will be solely responsible for developing materials that market the services and activities of the program. Specifically, the PA SBDC agrees to:

1. Publish and, on an ongoing basis, distribute a program brochure (or brochures) detailing assistance available and providing information on how to obtain assistance.
2. Sponsor and/or participate in marketing events each year as funding allows, this may include, but is not limited to: networking, participation in trade shows, seminars, conferences, and conventions; and advertising in print and electronic media.

V. PARTNERSHIPS

To ensure the PA SBDC Environmental Management Assistance Program is filling small business environmental and energy assistance delivery gap – and not duplicating services already adequately available – the PA SBDCs will continue to strengthen relationships with other service providers and build effective referral networks, particularly with the PA DEP and other providers including organizations such as PENNTAP, the Electrotechnology Applications Center (ETAC), and the St. Francis University Renewable Energy Center. EMAP will look for future collaborative opportunities as appropriate.

VI. DEPARTMENT COOPERATION

The successful implementation of this work plan depends on significant cooperation between the PA SBDC and the Department. To advance the goals of this program, the Department agrees to:

- A. Provide the PA SBDC with subject matter experts within the Department who can help address research issues or client questions.
- B. Provide opportunities for interaction between PA SBDC staff and Department staff, including the opportunity for PA SBDC staff to make presentations to regional office and program staff on small business program services and initiatives.
- C. Provide Department speakers, as appropriate and available, for workshops and seminars conducted by the PA SBDC for the small business community.
- D. Promote program awareness internally among the Department's central office and regional offices staff, including permit writers, inspectors, compliance assistance providers, and pollution prevention/energy efficiency providers.
- E. Promote the program during inspections and when receiving permitting inquiries.
- F. Make referrals to the program during inspections and site visits.
- G. Provide the PA SBDC with timely notice of new rulemakings and key policy changes.
- H. Provide the PA SBDC with current and accurate information for updating the web site of the Environmental Management Assistance Program.
- I. Coordinate, and provide advance notice, of small business assistance activities conducted directly by the Department or grantees and contractors of the Department.
- J. Open training for Department permit writers and inspectors to PA SBDC EMAP staff, as appropriate.

VII. NATIONAL PROGRAM PARTICIPATION

As it judges necessary to advance the goals of the program, the PA SBDC may participate in annual conferences, committees, and ongoing workgroups of the national US EPA Small Business Ombudsman and the national Small Business Environmental Assistance Program. The PA SBDC agrees to coordinate with other state small business assistance programs and providers to network, share ideas, share work products, and collect/modify materials that would help Pennsylvania small businesses comply with environmental requirements and reduce pollution.

VIII. PROJECT MANAGEMENT

On a monthly basis, all invoices and necessary documentation will be submitted to the Department's Agreement Officer for all costs to be reimbursed by the Department.

Within one month following the close of a quarter, the PA SBDC will submit a quarterly status report utilizing the PA SBDC Management Information System and in the format previously agreed upon with the Department. The quarterly status report will provide statistics on the activity conducted during the previous quarter including information on the number of environmental assistance clients, number of on-site assessment visits performed, number of hotline calls, and the number of other requests for information received.

The PA SBDC will submit a cumulative annual calendar year report, providing narrative information and statistics on all Environmental Management Assistance Program activities and assistance services, due March 15 of each year. The report will aggregate information presented in the quarterly reports and provide information on the geographic distribution per county of the assisted businesses.

The annual calendar year report will also include:

- A. Measures of program effectiveness.
- B. The number and type of businesses assisted and topics of assistance.
- C. A summary of environmental and economic benefits, if obtainable or calculable, showing the pollution saved or reduced, energy saved, and associated cost savings for recommendations implemented.
- D. A description of the program highlights, including success stories, and an identification of any problems encountered.

The PA SBDC shall provide a status report at the Department's regularly scheduled Small Business Compliance Advisory Committee meetings.

The PA SBDC Agreement Officer and the Department Agreement Officer shall meet quarterly, or as needed, to discuss the implementation of this cooperative agreement, including a review of activity during the previous quarter and future planning activities.