



## UNMC Behavior Health Workforce ARPA Awards

Each Grant Recipient will enter into a legally binding grant agreement with UNMC. Due to the nature of the federal prime funding, the State of Nebraska governance and the volume of awards, **the grant agreements are non-negotiable.**

**The Agreement will include the following data points:**

- The legal names of each party to the agreement
- The Period of performance (term) of the agreement
- The Scope of Work/Project to be performed
- An Itemized Budget and Budget Justification of the Project
- Technical and Budgetary Reporting Guidelines – Awardees are expected to provide monthly invoices to UNMC.

### STANDARD TERMS AND CONDITIONS

The award will be in the form of a Cost Reimbursable Agreement.

#### TERMINATION

If Awardee fails to fulfill in timely and proper manner its obligations under this Award, or if Awardee shall violate any of the terms of this Award, UNMC will provide Awardee a written notice ten (10) days in advance of proposed termination. Awardee shall attempt to cure such failure in the time proceeding termination. If Awardee fails to cure such failure within this time, termination will proceed as scheduled. Additionally, this Award may be terminated with written notice by UNMC should the Federal Award become terminated for any reason. Upon any termination by UNMC, Awardee will immediately cease further performance of the SOW and Awardee shall, to the extent UNMC receives payment for the services from the State of Nebraska, be paid for services performed up to the date of termination.

The terms and provisions of this Award hereunder shall survive any termination or expiration of this Award as are intended to survive by their intent or meaning or as are required in accordance with the terms and provisions of the 2 CFR 200 (Uniform Guidance).

#### HOLD HARMLESS AND INSURANCE

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

Each party shall maintain adequate and appropriate insurance or be self-insured with respect to its activities and indemnity obligations in connection with the conduct of this Scope of Work. Each party may request copies of documentation evidencing the existence of such insurance and agree to provide prior written notice of any change or cancellation of such insurance coverage.

## REGULATORY COMPLIANCE

The rules and regulations applicable to the Scope of Work apply to this Award; applicable laws and regulations are hereby incorporated by reference as they may be amended from time to time.

## COMPLIANCE WITH FEDERAL FUNDING GUIDANCE

The Award funds originate with the US Department of Treasury (the “Federal Awarding Agency”) under the American Rescue Plan Act of 2021 (“ARPA”). Federal funds were provided to the State of Nebraska. In Legislative Bills 1014, 1068, and 1068A, the Nebraska Unicameral provided for the appropriation of these funds in the state of Nebraska.

Awardee agrees to the following terms and conditions with respect to the ARPA funding:

To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency’s website: [Recipient Compliance and Reporting Responsibilities | U.S. Department of the Treasury](#)

2. 2 CFR 200

3. The Federal Awarding Agency’s grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: [Recipient Compliance and Reporting Responsibilities | U.S. Department of the Treasury](#) **Except that,**

- a. No-cost extensions require the written approval of UNMC. Any requests for a no-cost extension shall be directed to the person/address in the Notice provision in this Award, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions as provided in this Award
- c. Any prior approvals are to be sought from UNMC and not the State of Nebraska or the US Department of Treasury
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Awardee cost sharing funds as direct costs of the project or programs, shall vest in the Awardee subject to the conditions specified in 2 CFR 200.313

## CONSULTANTS and SUBCONTRACTS

Awardee is permitted to subcontract the specific work noted in the Scope of Work to consultants that have been approved by UNMC.

Each subcontract issued will be in accordance with the relevant terms and conditions of this Award and must comply with 2 CFR 200 (Uniform Guidance). UNMC must be noted as third party beneficiary to any subcontract that flows from this Award.

## **CERTIFICATIONS AND ASSURANCES**

### **A. Certification Regarding Lobbying:**

Awardee certifies by signing this Award that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Awardee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Award, the Awardee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to UNMC.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **B. Certification Regarding Debarment and Suspension**

Awardee certifies by signing this Award 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.

### **C. Certification Regarding Access to Records**

Awardee certifies by signing this Award that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this Award as required by 2 CFR § 200.501 - 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

### **D. Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship of the relationship that is the subject of this Award for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulations without

permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Additional Details**

- The Awardee's EIN is required
- Awardees may undergo an Awardee risk analysis by UNMC's Sponsored Programs Accounting office to confirm UNMC can meet its requirements under Legislative Bills 1014, 1068, and 1068A and our federal reporting requirements.