

Community CARES sub-recipient compliance

As a reminder, your acceptance and use of the program funds are governed by the terms and conditions of the grant program to which you agreed as part of the application process. These include but are not limited to compliance with all applicable federal law, regulations, executive orders, policies, procedures, and directives and use of funds in a manner consistent with, and only for purposes authorized by: the CARES Act (Public Law No. 116-136); 31 U.S.C. §§ 7501-7507; 2 C.F.R. § 200.303; 2 C.F.R. § 200.330-332; 2 C.F.R. 200 Subpart F; the Hyde Amendment; and Executive Orders 12549 and 12689.

Further, to demonstrate compliance with program you are required to:

1. Complete all eligible program activities no later than December 30, 2020.
2. Register with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM.
3. Maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from DHHS under this grant program. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement in accordance with 2 CFR 200.333 and state law.
4. Ensure Community CARES funding is not used for prohibited activities such as:
 - a. Alcohol or tobacco products. This is especially important for awardees offering emergency financial assistance in the form of vouchers that will be redeemed at retail locations that also sell alcohol or tobacco products;
 - b. Damages covered by insurance;
 - c. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e. Reimbursement to donors for donated items or services;
 - f. Workforce bonuses other than hazard pay or overtime;
 - g. Severance pay; and
 - h. Legal settlements.
5. Maintain and furnish DHHS with performance records and metrics that support the impact of your expenditures (e.g., number of clients served) and report such metrics periodically and/or upon request by DHHS. These metrics and other particulars of your grant award will be available to the public via a web-based portal for transparency and accountability purposes.
6. Make your records available, upon request, to monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), Nebraska DHHS, and the Nebraska Auditor of Public Accounts (APA) or designee. The grantee shall maintain, under GAAP or GASB, adequate records that enable DOTIG, DHHS, and APA to ensure proper accounting for all costs and performances related to this Grant Agreement.

If DHHS or the State of Nebraska determines that you have materially failed to comply with any term of the grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, DHHS, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by DHHS;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;

4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by DHHS until repayment to DHHS is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of DHHS;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.