

State Grant Award

Grantee Scotts Bluff County	Grant Number 26-CB-0527	Date of Award March 17, 2025
Grant Award Period: July 1, 2025 – June 30, 2026		Grant Amount \$92,115.00

Special Conditions

This contract is subject to the standard conditions agreed to in the original application and the signed certified assurances. The Nebraska Commission on Law Enforcement and Criminal Justice (Nebraska Crime Commission) will disburse funds to the grantee provided funds are available from the Legislature. In addition, the grantee and any subgrantee must comply with the Nebraska Crime Commission guidelines and the following special conditions:

1. Acceptance of Grant Award and Special Conditions
 - a. Grant award must be accepted; signed by the grantee's authorized official, lead contact, and financial lead, and returned to the Nebraska Crime Commission within thirty (30) days from the date the grant award was received by the grantee.
 - b. Special Conditions must be accepted; signed by the grantee's authorized official, lead contact, secondary contact, and the financial lead, and returned to the Nebraska Crime Commission within thirty (30) days from the date the special conditions were received by the grantee.
 - c. A private non-profit agency (subgrantee) sub-awarded funds under this project shall have a signed Grant Sub-Award and Special Conditions with the grantee. Grantee must provide the Nebraska Crime Commission with a copy of the signed Sub-Award and Special Conditions upon request at the time of a grant monitor. The Nebraska Crime Commission may also require a copy of the signed Sub-Award and Special Conditions before disbursement of funds will be issued for reimbursement to that sub-awarded agency.
2. The grantee must comply with the following reporting requirements:
 - a. Financial Reporting: Financial reporting is required to be completed, at a minimum, quarterly. Quarterly reporting in the form of a reimbursement request is due in Amplifund by the 15th of the month following the end of each quarter. If the due date falls on a weekend or holiday, submit reports on the business day prior to that weekend or holiday. Failure to submit reimbursement requests by the 15th of the reporting month they are due will be counted as late reporting. For reimbursement requests that are submitted more frequently than quarterly, requests are due in AmpliFund by the 15th of the month in order for that request to be processed that month. Payment requests received after the 15th of the month may not be processed until the following month. Grant payments are on a reimbursement basis only; reimbursements cannot be made until required financial documentation from the grantee has been approved by the Nebraska Crime Commission. Reimbursements will not be made unless the grantee has also provided the required data reporting as outlined in section c below. The final reimbursement request reflecting the total grant expenditures and amount reimbursed is due no later than **45 days** from the end of the grant period. **Regardless of the start date of the grant project**, financial reporting is due for the quarters as listed below:

Jan-March:	Due April 15th	July-Sept:	Due October 15th
April-June:	Due July 15th	Oct-Dec:	Due January 15th
 - b. The grantee agrees to be in compliance with any Agency MOU and User Agreement pertaining to access to AmpliFund. Violation of compliance may result in removal of access to the system.

- c. Data Reporting: Individual youth level data reporting is required to be up to date **quarterly** in the Juvenile Case Management System (JCMS), due by the **15th** of the month following the end of each quarter. When the 15th falls on a holiday, Saturday or Sunday, all reports are due the **prior** working day. Failure to report required data can result in suspension or termination of grant funds. **Regardless of the start date of the grant project**, data reporting is due for the quarters as listed below:

Jan-March:	Due April 15th	July-Sept:	Due October 15th
April-June:	Due July 15th	Oct-Dec:	Due January 15th

- d. An annual report on grant activity is due no later than **45 days** from the end of the grant period.
- e. System improvement program reports are due **quarterly**, following the same schedule listed above.
- f. Prevention/Promotion Programs are required to implement and administer the **Pre/Post EB-NE Assessment** to all youth served and submit to the Juvenile Justice Institute **at least quarterly**. Grantee is responsible for ensuring all sub-grantees are complying with the survey and assessment requirement.
- g. The following program types are no longer required to administer survey or assessment tools, but the tools are available to any program who wishes to continue to utilize and submit to the Juvenile Justice Institute:
- After School Programs (Pre/Post EB-NE Assessment)
 - School Interventionist Programs (Pre/Post EB-NE Assessment)
 - Mentoring Programs (Pre/Post EB-NE Assessment with Post Strength of Mentoring Match)
 - Mental Health Programs (Pre/Post EB-NE Assessment)
- h. Grantee agrees to collect and report on all required variables as identified by the Nebraska Crime Commission. Grantee agrees to address any JCMS data issues upon notification by the Nebraska Crime Commission or Juvenile Justice Institute, including accessing missing data reports quarterly and inputting missing variables. Grantee agrees to cooperate with the Juvenile Justice Institute, including accepting any technical assistance and/or training offered, to address data completion rates. Grantee understands missing data resulting in inability to evaluate the funded program may result in suspension of grant, termination of grant, and/or being ineligible for future funding.
- i. Grantee is responsible for ensuring all sub-grantees are complying with data entry requirements, annual reporting requirements, and financial reporting to the grantee.
3. Use of funds:
- Grant funds are to be used for the purpose stated in the approved grant application and budget. Alternations must be approved by the Grant Administrator, prior to the change taking place through submission of a Change Request in writing, instructions outlined in the Justice and Youth Programs Financial and Programmatic Guidebook.
 - The grantee must submit a project change request when there is a need to alter the original grant application or contingencies. All project requests need to be approved, unless otherwise imposed by law. Please see the Justice and Youth Programs Financial and Programmatic Guidebook for guidelines on project change requests.
4. Accounting Procedures:
- The grantee shall implement and maintain an accounting system which accurately reflects income received, expenditures, and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be maintained.
 - The grantee shall comply with all reporting and accounting procedures required as outlined in the Justice and Youth Programs Financial and Programmatic Guidebook.

- c. Program income generated by grant funded programs will comply with the guidelines outlined in the Justice and Youth Programs Financial and Programmatic Guidebook. Income will be utilized to cover project expenditures on allowable expenses prior to grant funds being requested during the grant award period. Program income will be reported with payment requests in Amplifund as outlined in the Justice and Youth Programs Financial and Programmatic Guidebook.
 - d. Match funds, when applicable, need not be applied at the exact time or in the required proportion to the obligation of state funds. However, the full match-share must be obligated by the end of the project period. Accounting records are to be available for monitors and audits.
 - e. If at any time an impropriety is found in the accounting or use of any funds received by the grantee, the Nebraska Crime Commission must be notified immediately and informed about how the agency will address the problem.
 - f. Grantee must disclose to the Crime Commission, in a timely manner and in writing, any potential misconduct by a principal, employee agent, subrecipient, contractor, or other person, in connection with funds under this award. Potential misconduct includes criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
 - g. The grantee will maintain time records to clearly document the hourly activity of each grant funded position to show the actual percentage of time charged to the funding source. If a position is 100% funded by the grant and/or 100% of duties are on allowable grant funded activities, an attestation certifying as such may be submitted every quarter in lieu of an hourly time record. Records will be maintained by the grantee to document any differences between budgeted and actual personnel grant costs. Timesheets for the grant funded positions shall include the signature of the employee and their supervisor.
 - h. State, County, and Tribal guidelines must be followed for the purchase of equipment or services, and for the property management or disposal of equipment purchased with state grant funds. Property records for equipment purchased must be maintained which include a description, serial number, source, title holder, acquisition date, cost, percentage of state dollars funded, location, and use and condition of the equipment. The grantee must adhere to written procurement procedures. All contracts that are written must go through a procurement process. Counties must adhere to Nebraska Revised Statute 23-3108. State agencies must follow the procurement process that is governed by DAS: http://das.nebraska.gov/material/purchase_bureau/agency-info.html. All other entities must follow their written procurement process and if a procurement process is not in place, then the entity must use Nebraska's procurement process governed by DAS.
- 5. ACH Payment Requirement: Grantees receiving payments from the Nebraska Crime Commission are required to receive payments via the Automated Clearing House (ACH) payment. Grantees not registered to receive ACH payments from the State of Nebraska must complete registration paperwork and return it to the Nebraska Crime Commission. Registration forms are located at: https://das.nebraska.gov/accounting/forms/ACH_W9_Fillable.pdf
 - 6. The grantee assures full cooperation with the Nebraska Crime Commission in the monitoring of the grantee's compliance. Monitoring may include submission of any required documentation, requests for information, and on-site visits.
 - 7. The grantee agrees the Lead Contact and the Financial Lead will complete Grant Management Training sponsored by the Nebraska Crime Commission, at a minimum of once every three years. Grantees receiving funding for the first time or those that have had turnover in the above positions will be required to complete Grant Management Training within the first year.
 - 8. The Nebraska Crime Commission shall have access to all project-related materials for the purposes of audit and examinations. All records shall be retained for five (5) years from the date of the final fiscal report, unless an audit is in progress, or the findings of a completed audit have not been resolved satisfactorily.

9. The grantee agrees that any publication or publicity (written, visual, or audio) funded in whole or in part with state funds by the Nebraska Crime Commission will include an acknowledgement of funding that shall contain the following statement: "This project is supported by Grant No.____ awarded by the Nebraska Crime Commission and points of view or opinions contained in this document are not those of the Community-based Juvenile Services Aid Program." A copy of such publicity or publication shall be sent to the Nebraska Crime Commission.
10. The grantee assures it, and all its contractors, will comply with all applicable nondiscrimination requirements as set forth by federal and state laws. No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or be denied employment in connection with any activities receiving funds under the Community-based Juvenile Services Aid Program on the basis of race, color, national origin, religion, sex (including pregnancy), disability, or marital status.

In addition to the foregoing, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing, on the basis of race, color, religion, nation origin, or sex against the grantee, the grantee will forward a copy of the finding to the Nebraska Crime Commission.

11. All agencies who are participants in the awarded project shall establish and maintain a drug-free workplace policy.
12. The grantee agrees to comply with any modification or additional requirements that may be imposed by law or the Nebraska Crime Commission.
13. The misuse of award funds may result in a range of penalties, including suspension or termination of current and future funds, recoupment of money provided under an award, and civil and/or criminal penalties. The grantee agrees to comply with any additional requirements that may be imposed as a result of grant performance.
14. The grantee agrees to comply with the eligibility requirements, funding purposes, funding requirements, funding limitations, procurement regulations, budget restrictions, and all other requirements outlined in the applicable Community-based Juvenile Services Aid Request for Application. Access to this document can be requested from the Nebraska Crime Commission. The grantee agrees to comply with all reporting, data collection, and evaluation requirements as prescribed by the Nebraska Crime Commission and Nebraska Revised Statute §43-2404.01 and §43-2404.02 and Title 75, Chapter 1; Distribution of Community-based Juvenile Services Aid.
15. Termination: The Grant Agreement may be terminated, in whole or in part, as follows:
 - a. The Nebraska Crime Commission may terminate the Grant Agreement if grantee fails to comply with the terms of the Grant Agreement; for cause; or as otherwise set forth in this award, applicable law, or the Grant Agreement.
 - b. Grantee may terminate the Grant Agreement upon sending written notification to the Nebraska Crime Commission setting forth the reasons for such termination, the effective date of termination, and in the case of partial termination, the portion to be terminated. However, if the Nebraska Crime Commission determines, in the case of partial termination, that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the award was made, the Nebraska Crime Commission may terminate the Grant Agreement in its entirety. In either case, the effective date shall be as provided by Grantee as consistent with the period set forth in the Grant Agreement.
 - c. The Nebraska Crime Commission and the Grantee may agree to terminate the Grant Agreement; however, the two parties must agree, in writing, upon the termination conditions, including the effective date, and in case of partial termination, the portion to be terminated.

In addition to the procedures set forth in the Closeout and Post-Closeout section herein (if applicable), if the Grant Agreement is terminated by Grantee, or by the Nebraska Crime Commission for any reason, including, but not limited to, as set forth in the Remedies for Noncompliance section herein, Grantee shall not incur new obligations after the notice of termination of the Grant Agreement, and shall cancel as many outstanding obligations as possible. The Nebraska Crime Commission shall give full credit to Grantee for the state share of noncancelable obligations properly incurred by Grantee prior to termination, and costs incurred on, or prior to, the termination date.

16. Closeout And Post-Closeout:
 - a. *Closeout.* The following closeout procedures apply to the Grant Agreement at the end of each Period of Performance:

- i. Grantee shall follow all invoicing and liquidation requirements contained in the Grant Agreement, Justice and Youth Programs Financial and Programmatic Guidebook, and as directed by the Nebraska Crime Commission;
 - ii. Consistent with the terms of the state appropriation, and after all reports are received, the Nebraska Crime Commission shall make any necessary adjustments upward or downward in the state share of costs;
 - iii. The Nebraska Crime Commission shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of the Grant Agreement; and
 - iv. Grantee shall notify the Nebraska Crime Commission of any unobligated award balances.
- b. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Grant Agreement does not affect any of the following:
- i. The right of the Nebraska Crime Commission to disallow costs and recover funds on the basis of a later audit or other review. The Nebraska Crime Commission shall make any cost disallowance determination and notify Grantee within the record retention period;
 - ii. The obligation of Grantee to return any funds due as a result of later refunds, corrections, or other transactions;
 - iii. Audit requirements;
 - iv. As applicable, property management and disposition requirements; and
 - v. Records retention, as required herein.

After closeout of the award, a relationship created under the award may be modified or ended in whole or in part with the consent of the Nebraska Crime Commission and Grantee, provided the responsibilities of Grantee referred to above, including those for property management, as applicable, are considered and provisions made for continuing responsibilities of Grantee, as appropriate.

17. Remedies For Noncompliance: The Nebraska Crime Commission may, if Grantee fails to comply with statutes, regulations, or with the terms of the Grant Agreement:
- a. Temporarily withhold any payments pending the correction of the deficiency by ;
 - b. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate the Grant Agreement (see Termination section herein);
 - d. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and/or
 - e. Take any other remedies that may be legally available.

If the Nebraska Crime Commission imposes items a(iii), a(iv), or a(vi) above, the Nebraska Crime Commission may withhold future payments or seek repayment to recoup costs paid by the Nebraska Crime Commission.

Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

18. Funding Availability:

The Nebraska Crime Commission may terminate the Grant Agreement, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, the Nebraska Crime Commission may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. The Nebraska Crime Commission shall give Grantee written notice thirty (30) days prior to the effective date of any termination under this section. The Nebraska Crime Commission shall give full credit to Grantee for non-cancelable obligations properly incurred by Grantee prior to termination, and costs incurred on, or prior to, the termination date. If amounts contained on a funding memo or Amplifund budget is greater than the amount contained in the Grant Award, that additional amount does not represent a guarantee of additional funding. Additionally, approved budgets awarded may be based on the total amount of expected funding, and not actual available funding appropriated to the Nebraska Crime Commission from the Nebraska Legislature. Any attached budget only represents a guarantee of the amount of funding included in the Grant Award.

19. NEBRASKA TECHNOLOGY ACCESS STANDARDS. Grantee shall review the Nebraska Technology Access Standards, available on the Nebraska Information Technology Commission website, at <https://nitc.nebraska.gov/>, and ensure that products and/or services provided under the Grant Agreement comply with the applicable standards. In the event such standards change during Grantee's performance, NCC may create an amendment to the Grant Agreement to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties. This section shall apply only if, under Neb. Rev. Stat. § 73-205, the Grant Agreement involves the expenditure of state funds in the purchase of information technology or an automated information system.

20. Sub-Awards:

- a. A private non-profit agency (subgrantee) sub-awarded funds shall agree to and sign these same Special Conditions. The subgrantee is bound by the same requirements as the grantee as outlined in these Special Conditions and will follow the same reporting and accounting procedures required of the grantee, including all requirements outlined in the Justice and Youth Programs Financial and Programmatic Guidebook.
- b. The subgrantee will submit detailed invoices with supporting documentation to the grantee for reporting to the Nebraska Crime Commission as outlined in section 2, reporting requirements.
- c. A private non-profit agency awarded funds shall have two (2) members of the Board of Directors review, on a quarterly basis, all expenditures for the agency. Board minutes shall reflect this review and be provided upon request.
- d. The subgrantee agrees to comply with all reporting, data collection, and evaluation requirements as prescribed by the Nebraska Crime Commission, by these Special Conditions, and Nebraska Revised Statute §43-2404.01 and §43-2404.02 and Title 75, Chapter 1; Distribution of Community-based Juvenile Services Aid.
- e. The grantee will conduct programmatic and financial monitoring of all sub-awards and subgrantees for compliance with these special conditions and the Justice and Youth Programs Financial and Programmatic Guidebook to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- f. The grantee shall ensure that all contractors and subrecipients comply with all requirements of the Grant Agreement and applicable federal, state, county, and municipal laws, ordinances, rules, and regulations.

Signatures

I have read the above special conditions and understand they are part of the binding grant award contract. By signing below, I am accepting the grant award and agreeing to abide by the special conditions. I acknowledge failure to satisfactorily meet all conditions and requirements of the grant as outlined in these special conditions, Request for Application, and Justice and Youth Programs Financial and Programmatic Guidebook may result in suspension or termination of the grant award.

Agency Approval

Award and Special Condition Acceptance



5/12/2025

Approving Official Signature

Date

Authorized Official Signature

Date

Bryan Tuma, Executive Director

Typed Name and Title

Typed Name and Title of Authorized Official

Special Condition Acknowledgement and Acceptance

Lead Contact Signature

Date

Financial Contact Signature

Date

Typed Name and Title of Lead Contact

Typed Name and Title of Financial Contact