

SFY 2026 Native American Programs Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: May 30, 2025

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **May 30, 2025**. Faxed and emailed applications will not be accepted. Submit complete applications to:

John Stewart
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070

RECEIVED

MAY 30 2025

DEPT. OF CORRECTIONS

The application must include a brief and clear description of each component. It is important to follow all directions, provide complete information, and submit the materials in the order requested. If you need additional room to respond to the components, please attach additional sheets. This is a competitive subgrant program and funding is not guaranteed to all those who apply.

SECTION 1. APPLICANT INFORMATION

Applicant: Oglala Lakota Division of Behavioral Health		
Address: P.O. Box 5074		
City/State/Zip: Pine Ridge, SD 57770		Phone: 308-862-4100 Fax: 308-862-4104
Email: OLDBHsupport@oglalahealth.org	Federal Employer or Payee Identification Number (FEIN): 93-3881449	
Project Director Name: Tamera Marshall		Title: Youth Diversion Coordinator
Agency: Oglala Lakota Division of Behavioral Health		Address: P.O. Box 5074
City/State/Zip: Pine Ridge, SD 57770		Phone: 605-646-5873 Fax: 308-862-4104
Email: tamera@oglalahealth.org		
Please indicate the name of the service(s) implemented:		
Youth recidivism prevention		
Project Title:	OL-DBH & State Division Partnership and Implementation	
Project Period:	July 1, 2025 – June 30, 2026	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$30,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
Youth Diversion Coordinator	\$46,508.00
Youth Diversion Specialist	\$21,840.00
Employee Fringe Benefits	\$9,568.00
TOTAL	\$77,916.00
B. Contracted Services	TOTAL
Honorariums for Elders and Community Members	\$ 3,600.00
TOTAL	\$ 3,600.00
C. Travel and Per Diem	TOTAL
Local mileage	\$12,730.00
Per Diem	\$400.00
TOTAL	\$13,130.00
D. Equipment	TOTAL
Archery Equipment	\$2,000.00
Project Venture Full Curriculum (Part 1 & 2)	\$1,000.00
TOTAL	\$3,000.00
E. Operating Expenses	TOTAL
Office Rental	\$ 3,600.00
Project Venture Facilitator Training	\$1,000.00
Youth Incentives	\$ 960.00
Indirect Cost	\$2,500.00
TOTAL	\$8,060.00
Total Project Budget -- Combined totals for all columns	\$105,706.00

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing **prior to the expenditure of funds.**

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).

Position #1: Youth Diversion Coordinator

Justification for the position : Coordinate Diversion efforts with the Oglala Sioux Tribal Court and Bennet County State's Attorney's Office to include implementing interventions, case management, referral services, data tracking and analysis, and organization of community stakeholders. (1.0 FTE)

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties (must directly relate to the implementation of the program)		Estimated % Time
1. Implementation of diversion interventions, case management, and program coordination		75%
1. Referrals, data tracking and analysis		25%
2.		
3.		

Wage/Salary: \$46,508.80 annually

Benefits: Dental & Vision Coverage

Position #2: Youth Diversion Specialist

Justification for the position : The Youth Diversion Specialist is responsible for developing and implementing intervention strategies that divert youth from the juvenile justice system as an integral part of OL-DBH's Youth Diversion Program. This position involves working closely with youth, families, schools, law enforcement, and community organizations to provide support services, case management, and educational programs that address the root causes of delinquent behavior. (0.5 FTE)

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties (must directly relate to the implementation of the program)		Estimated % Time
1. Implementation of diversion interventions, case management, and youth mentorship		75%
2. Referrals, data tracking and analysis		25%
3.		
4.		

Wage/Salary: \$21,840.00 annually

Benefits: Dental & Vision Coverage

Please attach additional sheets for more than 2 positions

SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. <u>Contracted services fees cannot exceed \$650 per day.</u>	
Consultant #1:	Elders and Community Members
Consultant Fees:	9 Districts x 2 honorariums per district x \$200 per Individual = \$3,600
Contracted Service:	Honorariums will be given to elders, spiritual leaders, and community members for time and attendance, services related to protocol for ceremonies, knowledge and history of our cultural teachings, and any other aspect of teaching our traditions and culture.
Selection Process:	We will select two individuals from each district: an elder male or female, spiritual individual, and/or a community member.
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel must be calculated at current state rates (\$0.67 per mile and \$40 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).	
Purpose of Travel:	Local Mileage: Staff will be traveling across the reservation and surrounding areas to visit youth and their families, host transportation to cultural-based interventions, and host/ attend training. Our reservation, which is home of the Oglala Sioux Tribe, is more than twice the size of the state of Rhode Island (~3,468 mi ²). Our reservation consists of 9 districts, which are home to 54 communities.
[19,000 miles per year] x \$0.67 = \$12,730	
Purpose of Travel:	Staff will attend in-person grantee, judicial, and stakeholder meetings to report progress and collaborate with diversion professionals.
[10 Number of Travel Days per diem] x \$40.00 = \$400	
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
Project Venture Curriculum (Part 1 & 2) for youth recidivism prevention = \$1,000	
Magnus Archery Equipment for Youth Archery = \$ 2,000.00	
Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	
Project Venture Facilitator Training: \$1,000.00	
YDP Office Rental (12 months; \$300/month) = \$3,600	
Indirect Cost i.e., HR processing, procurement, program assistance (12 months; \$208.33/month) = \$2,500.00	
Incentives for successful participants (12 months; \$80/month) = \$960.00	

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Native American Programs Application is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Applications must be typewritten in 12-point Times New Roman font and must be double-spaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The application must contain original signatures.

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

- A Project Abstract and Demonstration of Need;
- B Community Readiness;
- C Assessment of Delinquency Risk and Protective Factors;
- D Identification of Available Resources and Gaps;
- E Strategy for Implementation
- F Project Performance Measures and Evaluation;
- G Description of Project Geographic Boundaries;
- H Target Population; and
- I Sustainability/Future Funding Plan.

A. ABSTRACT AND DEMONSTRATION OF NEED

Provide a narrative overview of the proposed service including a demonstration of need through findings of assessments and data. Explain why the proposed service is the best option to address delinquency.

South Dakota has made large strides in increasing the number of youths successfully diverted from the court system, but Native American youth, especially those living on tribal land, are not receiving the same opportunities, and resources remain scarce. Tribal jurisdictions have limited diversion options. The Oglala Sioux Tribe (OST) does not employ juvenile probation officers. Youth offenders are frequently released back into the community with no accountability or removed from the community to be held in a facility. The implementation of a tribal diversion approach is making an impact by holding community youth accountable and utilizing a restorative justice approach. The

Oglala Lakota Division of Behavioral Health (OL-DBH) intends to continue and expand upon its Youth Diversion Program (YDP) in year four to provide evidence-based programming, cultural-based prevention/interventions, expand the Juvenile Detention Alternative Initiative (JDAI), behavioral health referrals, and connection to cultural resources on the reservation. A key goal for year four is to introduce archery as a YDP preventive service, offering local youth a constructive, community-based activity that encourages positive peer interaction, personal growth, and a strong connection to supportive mentors and role models.

Since its origination YDP has served a total of 82 youths, of which 51 have successfully completed the program. In 2024, only 4 youths in Bennett County were referred to secure detention on the state Risk Assessment Instrument (RAI), compared to 7 youth in 2022 and 15 youth before the grant's implementation. This data indicates the YDP is creating positive impact, while also keeping the community safe. OL-DBH is committed to working with Bennett County and local justice system stakeholders to ensure all tribal youth have access to preventative services to support development into successful adults.

B. COMMUNITY READINESS

Describe your community's readiness to adopt a comprehensive juvenile delinquency prevention or supervision strategy specifically describing the following:

1. Community readiness and willingness to adopt the strategy;
2. Justice system readiness ;
3. School system readiness; and
4. Any barriers that may prevent change in your community.

Please attach letters of commitment from key leaders and agency partners describing their support and willingness to collaborate with you to implement juvenile delinquency prevention or supervision efforts.

OST officials have met with justice system stakeholders in Bennett County, including the juvenile court judge, chief of probation for the 6th circuit, and the state's attorney. In March of 2022, YDP and the expansion of diversion practices has been approved and fully supported by the Oglala Sioux Law and Order Committee. YDP staff continue to meet with all local school districts and

supports truancy prevention programming. The school district recognizes the scarcity of resources for its Native American youth and fully supports the implementation and expansion of diversion practices. Consistent communication between tribal and non-tribal members has been key to the success of this project. The YDP Coordinator is a member of the Vice President of the OST's Youth Advocacy Committee, which meets biweekly collaborating to connect services to improve outcomes for youth. The Advocacy Committee is in full support of this project.

This project will continue to serve both youth and families living on and off the reservation, which includes a large geographic area. The working collaborative has identified that 1.5 FTE will be needed to truly meet the needs of young people in this area. Collaboration between all entities, tribal and non-tribal, will be key to the success of this diversion project. OL-DBH currently has a multitude of prevention programming, a plethora of behavioral and public health professional staff, various locations across the reservation, and thus is best positioned to facilitate YDP.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS

Include a summary of assessments that have been conducted in your community to assess the prevalence of delinquency risk factors and protective factors as well as information on baseline data established through completing the following components.

1. Demographics of juveniles in the community
2. Juvenile justice delinquency risk factors
 - a. Juveniles taken into custody in the community
 - b. Top offenses for juveniles
 - c. Identify the top (2-5) delinquency risk factors and identify if they are related to the community, school, family, peers, individuals, or another source.
 - d. Prioritize the list of top delinquency risk factors and explain the process used to prioritize them.
3. Juvenile Justice Protective Factors
 - a. Identify protective factors and identify if they are related to the community, school, family, peers, individuals, or another source.
 - b. Which protective factors correlate with the identified top delinquency risk factors?

1. The OST Juvenile Detention Center (JDC) has shared shocking data highlighting the need for preventative services for our youth. In 2021 306 youths were detained. While in 2020, 321 youths were detained, of which 60% were male and 40% female. The 2020 to 2021 data

illustrate the lowest detention numbers prior to the COVID-19 pandemic. For instance, in 2019 and 2018 youth detention data reflects over 600 being detained annually.

2. Juvenile Justice Delinquency Risk Factors

- a. Juveniles taken into custody in the community need resources focusing on life skills, and Lakota culture, specifically our healing ceremonies. Our project intent is to continue YDP utilizing cultural healing opportunities within our communities both on and off the reservation.
- b. Top offenses for juveniles include alcohol and drug related charges such as, disorderly conduct, theft, grand theft, and assault to others, including our elders. Such offenses are far from the teachings of our Lakota way of life.
- c. Top delinquency risk factors include, limited or lack of a support system beyond an educational setting (community and family related), peer pressure, association with delinquent peers, cultural disconnection (community, family), and generational trauma/family dysfunction (family).
- d. Top delinquency risk factors include; Family dysfunction, Association with delinquent peers, and cultural disconnect. The process used to prioritize this list is based on reports from the OST court and surrounding SD State Court systems, juvenile detention centers, and schools.

3. Juvenile Justice Protective Factors

- a. Protective factors are directly related to the Lakota community and our culture, which include ceremonies led by elders and spiritual leaders. These cultural-based interventions include the Inipi (Sweat ceremony); Calling the Spirit Back; Naming Ceremony, Wiping of Tears, and life mapping.
- b. The correlation of delinquency risk factors and protective factors support the theme of historical trauma, unresolved grief, and loss of culture and identity. The preventative

cultural-based interventions we propose will show a decrease in for youth incarceration data.

D. IDENTIFICATION OF AVAILABLE RESOURCES AND GAPS

Assess the gaps in resources needed to address delinquency risk factors by identifying what existing resources are available in the community (including Federal, State, local, and private providers) and which delinquency risk factors they address. Explain which top delinquency risk factors are not being addressed or could use more resources.

Explain which program or service would be implemented based on the gaps in resources, needed protective factors, and data-driven decision making.

The expansion of diversion practices and the JDAI on the Pine Ridge Reservation and in neighboring Bennett County will continue to be beneficial for the well-being of Native American youth. YDP and the expansion of diversion practices on the reservation will empower the tribal community to serve our youth utilizing culturally appropriate resources and support. The implementation of these practices will bolster the relationship between tribal and state jurisdictions as YDP will work with Native youth on the reservation as well as in Bennett County. OL-DBH has committed to providing behavioral health services and preventative interventions, ensuring a connection to cultural and evidence-based resources for the Native American youth population on the reservation and in Bennett County. Grant monies from the Unified Judicial System will be utilized to bring an Indigenous expert to collaborate with the tribe to provide technical assistance. Technical assistance will include forming state-developed diversion practices to the specific needs and culturally informed ways of the OST.

Most youth served by YDP will be Native American, therefore recognizing culture as a strength is an integral focus of our initiatives. Use of evidence-based programs, such as Project Venture, will provide an increase in positive relationships between youth, the community, and law-enforcement, while decreasing youth's risky behaviors. Additionally, YDP will introduce archery for at-risk youth through a culturally respectful, community-centered approach that fosters personal growth and positive engagement. Structured programming will be developed, integrating traditional

archery practices alongside life skills training. Staff and mentors will receive specialized training to support youth effectively. The program will offer consistent, accessible sessions, actively engaging families and the broader community, and incorporate holistic support services to address participants' diverse needs. Progress will be monitored, and achievements recognized to promote sustained motivation and positive behavioral outcomes.

Recognizing the remote vastness of our reservation and economic strains of transportation, YDP will continue to provide transportation and incentives for youth and their families to attend traditional ceremonies for important life milestones. The program also works with partner organizations in Rapid City, SD such as, I.am.Legacy and Oyate Court to provide culturally restorative practices for youth when appropriate.

E. STRATEGY FOR IMPLEMENTATION

Describe your strategy for implementing the chosen service (including goals, objectives, and a timetable) for the following:

1. Mobilizing the community to assume responsibility for the activities outlined in the application;
 2. Obtaining resources to aid in implementing the chosen plan;
 3. Coordinating the implementation of the chosen plan; and
 4. Sustaining the plan following funding under this subgrant.
-
1. Strong partnerships have been identified and fostered between schools, the courts, JDC, elders, non-profit organizations, advocacy committees, and the tribal alcohol and substance use program providing treatment services for families on the Pine Ridge reservation.
 2. YDP will provide access to cultural healing activities as well as referrals to OL-DBH and community counseling and treatment services. We will honor each youth's belief toward healing whether it be through Lakota culture or another model. Our emphasis will value individual plans and complement the State's diversion. We will be innovative, and youth-driven with opportunities for participants to accept responsibility for negative actions and give back to the community as a tribal member. Structured youth programming will be developed, integrating traditional archery practices alongside life skills training. The program

will offer consistent, accessible sessions, actively engage families and the broader community, and incorporate holistic support services to address participants' diverse needs. Progress will be monitored, and achievements recognized to promote sustained motivation and positive behavioral outcomes.

3. Coordinating the implementation of the chosen plan includes OL-DBH agency support via its organizational priorities of reducing at-risk behaviors that lead to problems related to physical health, socio-emotional wellbeing, crime and criminal recidivism, and the promotion of behavioral health protective factors and cultural-based interventions. Documentation of youth participant progress and case management will be vital for our program sustainability. We will continuously connect with youth and families as an investment in our youth and overall healing for our communities. Staff and mentors will receive specialized training to support youth effectively.

4. Sustaining the plan following funding under this subgrant.

- a. The OL-DBH YDP Coordinator will participate in monthly diversion and JDAI coordinator calls during the grant period.
- b. The YDP Coordinator will hold at least quarterly meetings with OST stakeholders and Bennett stakeholders to explore other diversion options, referral sources, and alternatives to detention.
- c. The YDP Coordinator will hold at least 3 Youth Justice 101 meetings during the grant cycle in collaboration with the Unified Judicial System and the Tribal technical assistance work group.
- d. The YDP Coordinator will continue to identify gaps in services and other curriculum/best practices that will benefit at-risk youth.
- e. The YDP Coordinator will continue to track and enhance data collection capabilities throughout the grant period.

- f. The YDP Coordinator will participate in local state and tribal government meetings when necessary to promote youth justice work and create a sense of urgency for sustainability after the grant period ends.
- g. The YDP Coordinator will continue to participate in monthly Tribal JDAI calls to promote the Tribal/state JDAI model and offer technical assistance to other tribes as needed.
- h. The YDP Specialist will receive training in the Project Venture curriculum and apply this evidence-based model in direct work with youth. This position plays a key role in the program's multidisciplinary team by bridging prevention strategies with culturally grounded, experiential learning. Working alongside case managers, outreach staff, and community partners, the YDP Coordinator ensures program fidelity while tailoring interventions to meet the needs of at-risk youth. Their specialized training in Project Venture enhances the team's overall capacity to deliver holistic, strength-based diversion services.

F. PROJECT PERFORMANCE MEASURES AND EVALUATION

Performance measure reports will be required consistent with individual program goals, federal reporting requirements, and any information identified by the Council of Juvenile Services and the Department of Corrections.

For the purpose of this grant application, describe the following:

1. Ability to collect data from public institutions and record data in a spreadsheet; and
 2. Ability to collect and provide juvenile-specific information.
-
1. OL-DBH is committed to the implementation of a rigorous evaluation plan to;
1. Describe the Agency's unique approach to delivering culturally and age-appropriate intervention/prevention services;
2. Utilize data to inform continuous quality improvement;
and
3. Describe the Agency's output and reach across the Reservation's nine districts; and
4. Quantify youth outcomes that may result from the receipt of high-quality interventions. OL-DBH's YDP utilizes the agency's electronic health record (EHR) system to document and

report services to youth. The EHR is used to report de-identified youth encounter data, which includes a count of services provided by the YDP team, as well as other behavioral services provided to YDP youth while a part of the OL-DBH health care system.

OL-DBH's evaluation plan takes advantage of both process and outcome evaluation models to assess the Agency's reach and potential impact. Three components of this initiative will be rigorously evaluated; 1. Quantification of intervention services provided to youth across Pine Ridge; 2. Satisfaction of youth participants and their families; and 3. Changes in attitudes, beliefs, and behaviors that decrease the likelihood of criminal recidivism.

OL-DBH will work in conjunction with the state Coordinator and tribal technical assistance to collect state juvenile data from Bennett County. Furthermore, OL-DBH will collaborate with OST's JDC and the tribal attorney general's office to gather tribal youth detention and arrest data. This data will be shared at least twice annually with Bennett County and tribal leadership to help form decision and policy making related to juveniles in the state or tribal court system.

G. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

Briefly describe the program's neighborhood or community boundaries in which your program will operate. You may also include a map of the area served as an attachment.

H. TARGET POPULATION

Provide an overview of the participants eligible for participation through using the table below.

Target Population Details (Place an "X" in the box to the left of all those that apply)						
Race(s):		Offender Type(s):		Geography:		
X	American Indian/Alaskan Native	X	At-Risk Population (no prior offense)	X	Rural	
X	Asian	X	First Time Offenders	X	Suburban	
X	Black/African American	X	Repeat Offenders	X	Tribal	
X	Hispanic or Latino (of any race)		Sex Offenders		Urban	
X	Other Race	X	Status Offenders	Age:		
X	White/Caucasian		Violent Offenders	X	Under 11	
Sex:		Referral Source:		X	12-13	
X	Female	X	School	X	14-15	
X	Male	X	State's Attorney		16 -18	
			Other _____	X		

I. SUSTAINABILITY/FUTURE FUNDING PLAN

As with all grants, funding cannot be guaranteed each year, the budget may be smaller from year to year, the grant process may become competitive, and/or federal requirements may change. Explain how your project would be supported if your Tribe is not awarded NAP funds in future funding years.

The mission of OL-DBH is to deliver the highest quality behavioral health services that are guided by science and anchored in traditional Lakota culture, philosophy, and worldview to maximize mental health and social well-being and eliminate alcohol, commercial tobacco, and opioid and other drug abuse on the Pine Ridge Reservation. OL-DBH is a chartered organization of the OST charged with planning, implementing, and evaluating behavioral health strategies for residents of the Pine Ridge Reservation. OL-DBH works at the population level to promote systems, policy, and environmental change that cultivates physical and emotional health and wellness. OL-DBH works at the direct service level to facilitate various prevention, treatment and recovery support services to clients throughout the continuum of behavioral health.

Through OL-DBH and Bennett County collaboration this project will be sustainable through funding from both county and tribal charter budgets. Like other diversion programs across the state, communities often see the financial benefits after the first few project years. Less youth in the court system will mean more resources to support programs like this. Data tracking and analysis will be important for this project to ensure that stakeholders see the community impact and commit to funding in the future. Presently, OL-DBH has SAMHSA grant funding that provides Native American curriculum and cultural-based prevention interventions. This grant funding will assist in supporting YDP resources and programming.

SECTION 5. CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;
Sara McGregor-Okroi, Vice-Chair and Director of Aliiive-Roberts County.
Dadra Avery, School Counselor at Sturgis Brown High School;
Judge Tami Bern, First Judicial Circuit Judge;
Eric Anderson, Department of Corrections Juvenile Corrections Supervisor;
Kim Cournoyer, Service Provider at Great Plains Psychological Associates;
Charles Frieberg, Director of Trial Court Services;
Melanie Boetel, Department of Social Services Behavioral Health Services Director;
Daniel Haggar, Minnehaha County States Attorney;
Cindy Heiberger, Former Minnehaha County Commissioner;
Doug Herrmann, Executive Director of The Club for Boys;
Sheriff Brad Howell, Codington County Sheriff;
Angela Lisburg, Avera Saint Mary's Hospital;
Dave McNeil, Aberdeen Police Department Chief;
Jennifer Johnson, JJRI Coordinator, Southeastern Behavioral Health
Skylir Skipper, Youth Member; and
Cassidy Frederick, Youth Member.

Council Member:

Description of potential conflict of interest:

Council Member:

Description of potential conflict of interest:

Council Member:

Description of potential conflict of interest:

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, 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 federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.

4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. 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 grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.




State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required

A. Chief Executive Officer		
Name: EAVIAN Kennedy	Title: OL-DBH Executive Director	
Address: PO Box 5074	City/State/Zip: Pine Ridge, SD 57770	
E-mail: evian@ogjalahealth.org	Phone: 308-862-4100	Fax: 308-862-4104
Signature: 	Date: 5/29/2025	
B. Project Director		
Name: Tamera Marshall	Title: Youth Diversion Coordinator	
Address: PO Box 5074	City/State/Zip: Pine Ridge, SD 57770	
E-mail: tamera@ogjalahealth.org	Phone: 605-646-5873	Fax: 308-862-4104
Signature: 	Date: 5/29/2025	
C. Financial Officer		
Name: Alicia LaFoggia	Title: Public Health Advisor	
Address: PO Box 5074	City/State/Zip: Pine Ridge, SD 57770	
E-mail: alicia@ogjalahealth.org	Phone: (704) 771-3551	Fax: 308-862-4104
Signature: 	Date: 5/29/2025	
D. Other Official		
Name:	Title:	
Address:	City/State/Zip:	
E-mail:	Phone:	Fax:
Signature:	Date:	

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
State's Attorney Sarah E. Harris – Letter of Support
Attachment 2
Attachment 3
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE



OFFICE OF THE BENNETT COUNTY STATE'S ATTORNEY

State's Attorney Sarah E. Harris

P.O. Box 628, Martin, South Dakota 57551

Tel: (605) 685-6986 Fax: (605) 685-2013 e-mail: sarah.harrisbcsa@goldenwest.net

May 28, 2025

Council of Juvenile Services
South Dakota Department of Corrections
3200 East Highway 34
Pierre, SD 57501

RE: Oglala Sioux Tribe and Bennett County JDAI/Diversion Coordinator

Dear Council:

As a member of the Oglala Sioux Tribe/Bennett County Juvenile Justice Community Advisory Board, I am pleased to write this letter in support of a second year of funding for the JDAI/Diversion Coordinator position. The Advisory Board has worked to get support from members of law enforcement, tribal and county government, local schools and the tribal and state judicial system.

With this grant, we will be able to continue to have staff commit time to meet the needs of this underserved and at-risk population. This Board will continue to focus on providing culturally specific programming to help keep youth out of the formal criminal justice system.

I very much believe that this grant has made a difference for the youth of the Oglala Sioux Tribe and Bennett County. The program is going very well and has been a positive improvement for this community.

Sincerely,

Sarah Harris
Bennett County State's Attorney

