Alternatives to Detention Support

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

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

**SECTION 1. APPLICANT INFORMATION**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Applicant: Boys & Girls Clubs of the Sioux Empire** | | | | | | | | |
| Address: 100 S. Spring Avenue #260 | | | | | | | | |
| City/State/Zip: Sioux Falls, SD 57104 | | | | | Phone: (605) 306-4463 | | | Fax: |
| Email: ksmith@bgcsiouxempire.org | | | Federal Employer or Payee Identification Number (FEIN):46-0399482 | | | | | |
| **Project Director Name: Kassidi Smith** | | | | | | Title: Chief Operations Officer | | |
| Agency: Boys & Girls Clubs of the Sioux Empire | | | | Address: 100 S. Spring Avenue #260 | | | | |
| City/State/Zip: Sioux Falls, SD 57104 | | | | Phone: 605-306-4663 | | | Fax: | |
| Email: ksmith@bgcsiouxempire.org | | | | | | | | |
| **Please indicate the name of the service(s) implemented: Diversion Case Manager** | | | | | | | | |
| **Project Title:** | Boys & Girls Clubs of the Sioux Empire Diversion Services | | | | | | | |
| **Requested 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\_$75,000.**

**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** |
| 1.0 FTE **Diversion Case Manager** Salary | $57,250.00 |
| Pension (3%) | $1,717.50 |
| Employer Liabilities (unemployment insurance, social security, medicare, workers comp) | $4,379.63 |
| *Employee Fringe Benefits* | $6,868.56 |
| **TOTAL** | $70,215.69 |
| **B. Contracted Services** | **TOTAL** |
|  | $ |
|  |  |
|  |  |
| **TOTAL** | $ |
| **C. Travel and Per Diem** | **TOTAL** |
| Two trips to Pierre for state Diversion/JDAI Training/Meetings | $1,078.32 |
| One trip to Indianapolis for National JDAI Conference | $1,356.00 |
| One trip to Milwaukee for Trauma-Informed Intensive Conference | $1,608.00 |
| **TOTAL** | $ 4,042.32 |
| **D. Equipment** | **TOTAL** |
| Cell Phone Stipend ($40/month) | $480.00 |
| Laptop Computer/Software/Printing | $1,500.00 |
| **TOTAL** | $1,980.00 |
| **E. Operating Expenses** | **TOTAL** |
| Indirect Costs/Overhead (10%) | $ 8,500.00 |
|  |  |
|  |  |
|  |  |
| **TOTAL** | $8,500.00 |
| **Total Project Budget -- *Combined totals for all columns*** | **$84,738.01** |

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:** | **Diversion Case Manager** | | | | |
| **Justification for the position :** | | | Enhanced diversion services within the Boys & Girls Clubs of the Sioux Empire in Minnehaha County, including middle school youth diversion, case management, referrals, data tracking and analysis. | | |
| 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. Case management, referrals, data tracking and analysis | | | | | 60% |
| 1. Professional development and training in JDAI and youth justice practices | | | | | 20% |
| 1. Programming and community/school partnerships | | | | | 20% |
|  | | | | |  |
| Wage/Salary: | | $57,250 | | | |
| Benefits: | | $6,868.56 (health and life insurance)  $1,717.50 (3% pension)  $4,379.63 (employer liabilities) | | | |
| **Position #2:** | |  | | | |
| **Justification for the position :** | | |  | | |
| 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 |
|  | | | | |  |
|  | | | | |  |
|  | | | | |  |
|  | | | | |  |
| Wage/Salary: | |  | | | |
| Benefits: | |  | | | |

**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. **Contracted services fees cannot exceed $650 per day.** | | | |
| **Consultant #1:** | |  | |
| Consultant Fees: |  | | |
| Contracted Service: |  | | |
| Selection Process: |  | | |
| **Consultant #2:** | |  | |
| Consultant Fees: |  | | |
| Contracted Service: |  | | |
| Selection Process: |  | | |
| **Travel and Per Diem Narrative** – Explain the calculation of travel costs for travel **outside the home jurisdiction**, (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:** | | | Pierre 2x for Diversion/JDAI Training/Meetings |
| Mileage (448 miles x 2 trips x .67/mile) = $600.32  Hotel (1 night x 2 trips x $150 + tax) = $318  Pier Diem $40/day x 4 days = $160  Total = $1,078.32 | | | |
| **Purpose of Travel:** | | | October 2025 JDAI Conference in Indianapolis |
| Airfare from Sioux Falls to Indianapolis = $600  Hotel (3 night x $200 + tax) = $636  Pier Diem $40/day x 3 days = $120  Total = $1,356.00 | | | |
| **Purpose of Travel:** Trauma-Informed Intensive Training | | | |
| Airfare from Sioux Falls to Milwaukee = $600  Hotel (4 night x $200 + tax) = $848  Pier Diem $40/day x 4 days = $160  Total = $1,608.00 | | | |
| **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. | | | |
| Laptop- purchasing of laptop and any software, installation, printing for total of $1,500  Cellphone- reimbursement of $40/month for total of $480/year | | | |
| **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. | | | |
| Indirect costs- 10% overhead for total of $8,500 | | | |

**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 Alternatives to Detention Support 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 Alignment with South Dakota JDAI Implementation;

D Strategy for Implementation;

E Project Performance Measures and Evaluation;

F Description of Project Geographic Boundaries; and

G Target Population.

**A.**  **PROJECT ABSTRACT AND DEMONSTRATION OF NEED**

Boys & Girls Clubs of the Sioux Empire is seeking to continue to enhance and expand its juvenile diversion programming services, alternatives to detention and staff time to assist with juvenile diversion referrals and case management. The goal is for Boys & Girls Clubs to continue to offer a continuum of services to benefit the outcome of system involved youth diverted to programming by the Minnehaha County State’s Attorney’s Office (MCSAO). Such services will be provided, at every decision point, by a full-time staff dedicated to Boys & Girls Club diversion services, including case management, tracking referrals, and data tracking and analysis, in order to provide Court approved diversion-programs at the request of the MCSAO and help make informed decisions regarding juvenile justice program efficiency. Diversion services will include an assessment of youth and families referred by the MCSAO and case management during the diversion term length. The Diversion Case Manager will work with community partners and schools to build upon existing services utilizing data to assess needs.

The grant funds will support a full-time Diversion Case Manager position with the Boys & Girls Clubs of the Sioux Empire. Boys & Girls Clubs of the Sioux Empire’s Teen Program (middle and high school) is already a court approved program for youth offering supervision, evidence-based programming, meals, transportation and more. This position will support juvenile diversion alternative services divided into three responsibilities:

1. Case management of youth referred by the MCSAO, internal data tracking and analysis
2. Professional Development and training in JDAI and youth justice best practices.
3. Programming and community/school partnerships

Dedicating an FTE to these services will enhance juvenile justice services in Minnehaha County by informing Boys & Girls Club case management efforts and continuing to provide consistent and reliable solutions for youth. The Diversion Case Manager will collaborate with juvenile diversion officials in Minnehaha County, the State’s Attorney’s office, schools, and other youth advocates and community partners.

This application to the South Dakota Department of Corrections reflects a request for one year of funding, with the understanding that an additional two years of funding is potentially available for concurrent years.

The need for this has been demonstrated through the juvenile arrests and diversion cases in Minnehaha County as well as statistics that identify youth and families in our community need more support. In 2024, 2,399 youth were arrested. 542 youth were given the option of diversion and 77% of those youth were successful. There are only four court approved diversion programs in Minnehaha County, compared with 12 court approved diversion programs in Pennington County, with the Boys & Girls Clubs of the Sioux Empire being one of them. The data, along with lack of programming for diversion youth in Minnehaha County, indicate a high need for this position. Minnehaha County sees school districts with high percentages of youth that qualify for free and reduced lunch, have all available parents/guardians in the workforce, homeless student populations and truancy rates. According to South Dakota Kids Count Data Center for 2023/2024, the Sioux Falls School District had a 41.1% free or reduced lunch population and 85.2% of Minnehaha County youth ages 6-17 years old had all available parents/guardians in the workforce. These high percentages indicate families are struggling with providing basic needs and ample supervision for youth, who then may have a higher likelihood of being arrested or receiving a citation as a juvenile as a result.

Boys & Girls Clubs of the Sioux Empire is already serving youth in the Sioux Falls, Brandon and Harrisburg school systems, providing support for families and youth from supervision, evidence-based programming, meals, transportation and connection to resources and additional services to help combat the above statistics. This position will enhance services provided by the Boys & Girls Club as well as partnerships that are already in motion, to give families support and a peace of mind and provide additional resources and connection to services that positively impact youth and the community.

**B.**  **community readiness**

Boys & Girls Clubs of the Sioux Empire has been working to provide enhanced opportunities and alternatives to detention through a variety of means, including the addition of a Diversion Case Manager. In August 2024, the Boys & Girls Clubs of the Sioux Empire’s Teen Program (middle and high school) was court approved for diversion referrals and a representative of Boys & Girls Club has been a member of the quarterly Juvenile Justice Collaborative along with other local service providers, judges, prosecutors, law enforcement, school administration, court services, county commission and more.

Boys & Girls Clubs of the Sioux Empire has been serving community needs for youth and families for decades and the Diversion Case Manager role will only enhance opportunities for positive impact for youth in Minnehaha County. The mission of the Boys & Girls Clubs of the Sioux Empire is to nurture, educate and enrich children and youth for lifelong success. The Club is dedicated to its mission and to creating great futures for the young people in our community through programs based around Healthy Living, Character & Leadership Development, Academics, STEAM, Physical Education and Recreation and Workforce Development. Boys & Girls Club also implements Trauma-Informed Care best practices and programming to meet the social and emotional needs of youth from all walks of life. Mentorship and relationship building is key to positive youth development and a Diversion Case Manager role through Boys & Girls Clubs would be a critical component to understanding and providing support for youth needs.

Boys & Girls Clubs of the Sioux Empire serves over 1,500 youth in programs for 4 weeks through age 18, at 19 site locations in Sioux Falls, Harrisburg and Brandon. At the middle and high school level, Boys & Girls Clubs is projected to serve over 250 Minnehaha County youth at three locations: Ben Reifel Middle School, George McGovern Middle School and Empower Campus. Boys & Girls Clubs works closely with school district partners and community partners to offer a diverse range of services and resources for youth and families.

This position will be housed at either the Boys & Girls Club Empower Campus or the brand new 16,000+sq ft facility built onto George McGovern Middle School. This facility features secured entries, security cameras, and numerous other security features. The Club spaces will feature a youth recreation and dining area, a space for academic support and mentoring, innovation classrooms and specialized space for culinary, STEM/STEAM, podcasting and lyricism, healthy living curriculums like SMART Moves, and an outdoor space for gardening, all supporting the development of critical life skills.

This role will oversee juvenile diversion referrals from the MCSAO and programming efforts at all Boys & Girls Club’s middle school locations, including case management, tracking referrals from the MCSAO, and data tracking and analysis of Boys &Girls Club youth. They will also participate in quarterly Juvenile Justice Collaborative meetings, work closely with the school district administration, SROs and law enforcement, and assist with Trauma-Informed Care initiatives that support youth and families.

The Sioux Falls School District/Community Learning Center has been supportive of Boys & Girls Clubs expanding juvenile services beyond their already approved programming as they recognize the struggles of the youth in our community and the need for additional support and direction. Boys & Girls Club’s sought the opportunity to become involved last year as it directly aligns with our mission and commitment to young people and their futures. We see no direct barriers to prevent the proposed project and only the case to support the addition of this role to the Boys & Girls Clubs of the Sioux Empire.

Please see the attached letters of support which indicate the stakeholders and community partners’ willingness to adopt and support the additional diversion strategies and support in Minnehaha County.

**C.**  **Alignment with South Dakota jdai Implementation**

1. **Alignment with JDAI Values**

Minnehaha County has been an active JDAI site for nearly fifteen years and remains committed to advancing the initiative's eight core strategies. The proposed project directly supports JDAI values by ensuring that youth are served in the right place at the right time, in the leastrestrictive setting, and with an unwavering focus on public safety. The proposed Diversion Case Manager position will help support youth who can be safely diverted from detention, reinforcing the importance of reserving secure detention for only those who pose a significant public safety risk.

The project also aims to reduce racial, ethnic, and gender disparities by increasing access to diversion opportunities for youth of color, who have historically been overrepresented in the local detention population. In 2024, of the 258 youth admitted to detention in Minnehaha County, 191 were youth of color—highlighting the urgent need for targeted intervention.

To ensure efficiency and effectiveness**,** the Diversion Case Manager will work closely with the local and state JDAI & diversion officials to improve case processing, expand program availability, and strengthen system communication. The position will also be instrumental in using data to guide decision-making, receiving training to collect and analyze data at every juvenile justice decision point. Enhanced data tracking will support continuous improvement and provide transparency and accountability in diversion practices.

1. **Use of the RAI and Override Statistics**

Minnehaha County uses the Risk Assessment Instrument (RAI) for every youth referred to secure detention or a detention alternative. In 2024, the county conducted 875 assessments using the RAI. The RAI is followed with fidelity in most cases, with an override rate of approximately 20%. Override decisions are tracked and reviewed to ensure they are justified and not contributing to unnecessary or biased detention practices.

All collected data—including detention admissions and use of alternatives—is disaggregated by race and ethnicity. This detailed analysis helps identify inequities and informs policy changes. The County’s ongoing JDAI system assessment will further inform improvements in the use of the RAI and guide future strategies to ensure youth are treated equitably at all decision points.

**D. STRATEGY FOR IMPLEMENTATION and Sustainability**

1. The Diversion Case Manager will be hired by September 1, 2025.
2. The contracted agency, Boys & Girls Clubs of the Sioux Empire, will post the position by July 21, 2025.
3. The Diversion Case Manager will be trained in the JDAI framework along with other juvenile justice best practices.

a. The Diversion Case Manager will attend a JDAI model site visit and training and conference opportunities throughout the year.

b. The Diversion Case Manager will observe court and tour ARISE/JDC by October 1, 2025.

c. The Diversion Case Manager will attend National JDAI Conference in October 2025 and BGCA Trauma-Informed Intensive in November 2025.

III. The Diversion Case Manager job description and duties to occur with a main focus on Boys & Girls Club’s youth diversion case management for cases referred by MCSAO.

* 1. The Diversion Case Manager will work with the Minnehaha County Diversion Coordinator to begin managing internally the cases referred to the Boys & Girls Clubs by the MCSAO after appropriate onboarding has concluded, on or around September 15, 2025.
  2. The Diversion Case Manager will attend all meetings required for role including the quarterly Juvenile Justice Collaborative beginning on September 17, 2025.
  3. The Diversion Case Manager will actively engage in duties of data collection, analysis, meeting with community partners and program implementation to support diversion services in Minnehaha County.

**E.**  **Project performance measures and evaluation**

Boys & Girls Clubs of the Sioux Empire will work with law enforcement, the MCSAO and the Minnehaha County Juvenile Detention Center to collect, as lawful and appropriate, arrest, diversion and other important data points as determined by the needs and agencies. The Boys & Girls Clubs will also track data pertaining to their diversion-approved program, including attendance and behaviors at the Club as well as and how youth involvement in Boys & Girls Clubs programming impacts their school attendance, grades and behaviors. As part of the Community Learning Center model with the Sioux Falls School District, Boys & Girls Clubs will work with school administration on data sharing to collect the above.

For other data pertaining to JDAI, the Diversion Case Manager will be trained on data collection, analysis and dissemination through attending the model JDAI site visit as well as local and/or national conferences. We recognize this will be a learning year, with many goals and objectives. We look forward to collaborating with Minnehaha County, the MCSAO and other local and state entities to form a collaboration that not only makes an impact on youth but can prove it with the backing of data and outcomes.

**F. description of program geographic boundaries**

The Diversion Case Manager position will serve youth, families, and community stakeholders in urban and rural Minnehaha County. To give a better understanding of the county make-up, the 2020 Census recorded a population of 197,214, but the 2025 estimated population is 212,061. The 2019-2023 data show 82,394 households and is the largest county in South Dakota by population.

**G: Target population**

The target population is youth under the age of 18 (and their families), who have had contact with the juvenile justice system or who are at risk of having contact with the juvenile justice system and who are selected for youth diversion by the MCSAO. Target populations for detention reform may also include youth of color, females, youth with school/truancy offenses, domestic assaults on a family member, warrants and homeless youth. The goal is to prevent or divert youth involvement in the juvenile justice system and to eliminate or minimize disproportionate minority contact. This project will focus on prevention and intervention for youth engaging in behaviors putting them at risk for justice system involvement. Collaborations between those officials in the county and Boys & Girls Clubs of the Sioux Empire will work to create and expand an effective, fair and efficient system that produces positive outcomes for youth, families and communities while protecting public safety.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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) | | | x | Sex Offenders | | | x | Urban |
| x | Other Race | | | x | Status Offenders | | | **Age:** | |
| x | White/Caucasian | | | x | Violent Offenders | | | x | Under 11 |
| **Sex:** | | **Referral Source:** | | | | | | x | 12-13 |
| x | Female | x | School | | | x | Court System | x | 14-15 |
| x | Male | x | State’s Attorney | | |  | Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | x | 1. -18 |

**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 Aliive-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.

**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 follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. 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.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. 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 -

1. 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
2. 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.
3. 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.
4. 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)."
5. 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.
6. 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.

**SECTION 6. Signatures**

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**

|  |  |  |  |
| --- | --- | --- | --- |
| **County Commission Chair** | | | |
| Name | Title | | |
| Address | City/State/Zip | | |
| E-mail | Phone | | Fax |
| Signature | Date | | |
| **B. Project Director** | | | |
| Name | Title | | |
| Address | City/State/Zip | | |
| E-mail | Phone | Fax | |
| Signature | Date | | |
| **C. Financial Officer** | | | |
| Name | Title | | |
| Address | City/State/Zip | | |
| E-mail | Phone | Fax | |
| Signature | Date | | |
| **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. Pleaselimit 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** |
| Letter of Support- Sioux Falls School District/Community Learning Center |
| **Attachment 2** |
| Letter of Support- George McGovern Middle School |
| **Attachment 3** |
| Letter of Support- Sioux Falls Police Chief |
| **Attachment 4** |
| Letter of Support- County Commissioner |
| **Attachment 5** |
| Letter of Support- Juvenile Diversion/State of South Dakota |
| **Attachment 6** |
| Diversion Case Manager Job Description |

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

**Diversion Case Manager- Boys & Girls Clubs of the Sioux Empire**

**Position Summary:**

Boys & Girls Clubs of the Sioux Empire is seeking a full-time Diversion Case Manager to support and enhance juvenile diversion programming efforts in collaboration with the Minnehaha County State’s Attorney’s Office (MCSAO). This position will play a vital role in providing alternatives to detention through programming opportunities, case management, data tracking, and partnerships with schools and community partners to ensure effective intervention for system-involved youth.

**Key Responsibilities:**

**Case Management & Youth Support**

* Provide case management for youth referred to the Boys & Girls Clubs of the Sioux Empire by the Minnehaha County State’s Attorney’s Office (MCSAO).
* Conduct comprehensive assessments of youth and families at the time of referral.
* Monitor and support youth through the duration of their diversion term.
* Ensure youth are actively engaged in Boys & Girls Club programming, including evidence-based curriculum, supervision, meals, and additional services.
* Collaborate with youth, families, and service providers to develop individualized impact plans for youth.

**Data Tracking & Program Evaluation**

* Maintain accurate records of referrals, service delivery, and youth outcomes.
* Collaborate with MCSAO on data initiatives and requirements.
* Track and analyze internal program data to evaluate service effectiveness and identify trends.
* Use data to inform continuous improvement of diversion services.
* Provide reports and updates to internal leadership and the MCSAO as needed.

**Professional Development & Best Practices**

* Participate in ongoing professional development, including Juvenile Detention Alternatives Initiative (JDAI) training and Boys & Girls Clubs of America conference opportunities.
* Stay current on youth justice and trauma-informed best practices and incorporate them into daily case management efforts.
* Share knowledge with Boys & Girls Club staff to support program-wide improvements.

**Community & School Partnerships**

* Build and maintain partnerships with schools, community organizations, and other stakeholders.
* Serve as a liaison between Boys & Girls Clubs of the Sioux Empire, school districts, MCSAO and other juvenile justice and community entities.
* Represent the organization at juvenile diversion meetings and community events.

**Qualifications:**

* Associate or Bachelor’s degree in Social Work, Criminal Justice, Human Services, or a related field is preferred.
* Experience working with at-risk or system-involved youth is preferred.
* Understanding of juvenile justice systems and diversion programming.
* Strong case management, organizational, and interpersonal skills.
* Ability to work collaboratively with diverse populations and stakeholders.
* Proficient in data collection and analysis for program evaluation.
* Must pass background check, drug test and complete required trainings, including CPR/First Aid.

**Benefits:**

* Full-time salaried position with benefits package.
* Professional development opportunities.
* Opportunity to make a lasting impact in the lives of youth in our community.

**Funding Information:**

This position is supported through a grant with South Dakota Department of Corrections.