

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*

RECEIVED
MAY 30 2025

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: Northern Hills Diversion | | |
| Address: 68 Sherman Street, Suite 213 | | |
| City/State/Zip: Deadwood, SD 57732 | | Phone: 605-722-8889 Fax: |
| Email: Lexi@northernhillsdiversion.com | Federal Employer or Payee Identification Number (FEIN): 46-0439254 | |
| Project Director Name: Alexandra Lux | | Title: Executive Director |
| Agency: Northern Hills Diversion | | Address: 68 Sherman Street, Suite 213 |
| City/State/Zip: Deadwood, SD 57732 | | Phone: 605-722-8889 Fax: |
| Email: Lexi@northernhillsdiversion.com | | |
| Please indicate the name of the service(s) implemented: Diversion Case Management and Alternatives to Detention | | |
| Project Title: | Northern Hills Diversion | |
| 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 |
| Executive Director | \$ 37,780 |
| Program Coordinator | \$ 63,420 |
| | |
| <i>Employee Fringe Benefits</i> | \$ 10,800 |
| TOTAL | \$ 112,000 |
| B. Contracted Services | TOTAL |
| None Requested | \$ |
| | |
| | |
| TOTAL | \$ 0 |
| C. Travel and Per Diem | TOTAL |
| Maintenance and Repair for Company Vehicle | \$ 3,000 |
| Per Diem | \$ 5,000 |
| | |
| TOTAL | \$8,000 |
| D. Equipment | TOTAL |
| None Requested | |
| | |
| TOTAL | \$ 0 |
| E. Operating Expenses | TOTAL |
| Rent | \$ 6,000 |
| Cell Phone/iPad (through Verizon Wireless) | \$ 780 |
| Other Indirect Costs | \$ 3,220 |
| | |
| TOTAL | \$ 8,000 |
| Total Project Budget -- Combined totals for all columns | \$ 130,000 |

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: Executive Director

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| Justification for the position : | The executive director is responsible for grant implementation and management for diversion/JDAI services in Lawrence, Meade, and Butte counties. They are responsible for data tracking and analysis as well as organization of community stakeholders. They also complete community outreach and education to improve community understanding of services/need. |
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| 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: | as the executive director of the teen court program. The addition of JDAI/Diversion accounting and management are separate from the necessary functions of the teen court program and funding will be pursued through research and application to local, state, and federal grant programs. The grant will fund 50% of this position with teen court funding the other 50%. |
|---|---|

| Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i> | Estimated % Time |
|--|------------------|
| 1. Grant Management and Sustainability Planning for ATD | 30 |
| 2. Referrals, data tracking, analysis | 10 |
| 3. Community Outreach | 10 |
| 4. | |

| | |
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| Wage/Salary: | Annual Salary of \$35,093 with the addition of \$2,687 in federal withholding calculated in for a total cost of \$37,780. |
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| Benefits: | Healthcare contribution of \$1,800 per year. Retirement Contribution of 1,744 per year |
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Position #2: JDAI Diversion program Coordinator

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| Justification for the position : | This position will include case management and program coordination. This position will provide services in Lawrence, Meade, and Butte Counties. This grant will fund 100% of this position. |
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| 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 <i>(must directly relate to the implementation of the program)</i> | Estimated % Time |
|--|------------------|
| 1. Case Management | 75 |
| 2. Referrals | 10 |
| 3. Program Coordination | 15 |
| 4. | |

| | |
|---------------------|---|
| Wage/Salary: | Annual Salary of \$58,911 per year with the addition of \$4,507 in federal withholding calculated for a total cost of \$63,418. |
|---------------------|---|

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|------------------|--|
| Benefits: | Healthcare contribution of \$3,600 per year. Retirement contribution of \$3,230 per year. |
|------------------|--|

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: **JDAI State Meetings
National Conference (TBD)**

$400 \times \$0.67 = \267.00
 $10 \times \$40.00 = \400.00
 $\$3,328.00$ – out of state travel for national conference (date and location to be determined). Covers the cost of travels and any registration fees.

Purpose of Travel: **Program administration related to meeting with youth**

$1500 \times \$0.67 = 1,005.00$
 Maintenance and Repair (I.e. gas, oil changes...) - \$3,000.00

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.

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.

Rent- \$5,600 per year based on rental lease agreement for \$466.67/month. Rent covers 50% of program administrative costs. An additional \$400 is added for classroom rent at a satellite office in Sturgis where classes are taught every three months.

Cell Phone and iPad- both items are invaluable to our staff's ability to work with kids and be more efficient. The estimated cost is \$65/month total for a total cost of \$780/year.

Other Indirect Costs- \$3,620 This line item covers general items needed for program administration that cannot necessarily be anticipated ahead of time.

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

Provide a narrative overview of the proposed project including a demonstration of need through findings of assessments and data. This section is not to exceed one page.

Northern Hills Diversion is seeking to continue to expand diversion services, alternatives to detention, and staff time to assist with JDAI coordination. The Northern Hills Diversion program has been in operation since 1995 under the name Lawrence County Teen Court as a 501(c)3 non-profit organization. This program provides unique programming to our youth that no other program does. Northern Hills Diversion's mission is "to provide youth the opportunity to take responsibility

for their actions through cooperation with their peers and their community” (Northern Hills Diversion, 2025). We strive to hold youth accountable for their actions but allow them to “repair the harm” that their choices have caused others through a combination of education and community service. Northern Hills Diversion is a juvenile diversion program offered in Lawrence, Meade, and Butte Counties. This is a voluntary program offered only to youth who admit their guilt to the charges they are accused of committing. In 2023, Northern Hills Diversion saw an 85% increase in cases as a result of the implementation of Alternatives to Detention Programming while also maintaining a 97% successful completion rate. Case numbers in 2024 were consistent to those of 2023. The recidivism rate is less than 10% and over the past 30 years, has consistently remained less than 15%.

Northern Hills Diversion as Teen Court has developed a well establish foundation over the past thirty years and consistently boasts a high level of cooperation from the county as well as the cities within Lawrence County, and more recently Meade County and Butte County. The addition of programming in both Meade County and Butte County has resulted in more opportunities for area youth to be held accountable for their actions in a consistent manner, regardless of geographical location.

The effectiveness and appropriateness of probation has become more concerning over the past several years. With issues of racial equity and the overcrowding of detention centers, more and more agencies are looking for alternatives to incarceration. These alternatives often involve partnerships with nonprofit organizations, such as Northern Hills Diversion, to provide a system of transparency and accountability that is strengths-based and focuses on “youth and family well-being and the social determinants of health, repairing harm through transformative and restorative justice approaches, and using data and evidence to inform design (Soung, 2022). In 2023 Lawrence, Meade, and Butte Counties saw a 30% increase in the number of admissions to detention. However, the total number of bed days for those admitted decreased 17%.

According to data from the State of South Dakota, in 2024, 30 youth from Lawrence and Meade, and Butte counties were placed in secure detention, as compared to 35 in 2023. 31 youth from Lawrence, Meade, and Butte Counties were placed in alternative housing (ARISE), as compared to 54 in 2023. Since starting conditional release programming in September 2023, we have had 27 youth placed on conditional release. The average length of stay at ARISE in 2023 and 2024 was 8 and 15 days, respectively. The cost per day for a youth to be in ARISE is \$300.00. Factoring this information into our calculations, the utilization of conditional release has potentially decreased the cost to the counties by approximately \$100,500.00 so far.

Additionally, the JDAI/Diversion Coordinator has been working to implement a risk assessment tool to be utilized to indicate potential for success or failure in an alternative program, such as Northern Hills Diversion. The ability to implement such a tool, if successful, has the opportunity to help divert more youth through diversionary programming and keep fewer youth out of the formal court system. The Lawrence County State's Attorney's Office has agreed to pilot such a program. It should be noted all youth are being evaluated, regardless of county of residence for consistency.

References

Northern Hills Diversion. (n.d.). Retrieved May 2, 2025, from <http://northernhillsdiversion.com/>

Soung, P. (2022). Is juvenile probation obsolete? Reexamining and reimagining youth probation law, policy, and practice. *The Journal of Criminal Law and Criminology (1973-)*, 112(3), 549–591. <https://www.jstor.org/stable/48668661>

B. COMMUNITY READINESS

Describe your community's readiness to adopt or continue to implement alternatives to detention strategies specifically describing the following:

1. Community readiness and willingness to adopt or continue the strategies;
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 partners describing their support and willingness to continue to collaborate with you to implement alternatives to detention.

Northern Hills Diversion has been a JDAI site for nine months. The JDAI collaborative includes the presiding judge; representatives from all three state's attorney's offices, city law enforcement, and sheriff's offices; court services; Action for the Betterment of the Community; Behavior Management Systems; Butte County Teen Court; and the Lead-Deadwood and Meade County School Districts. We are actively continuing to work with our community partners to create opportunities for youth to give back to their communities and increase understanding and buy-in for diversion programming. Most recently, we started a community art project called Rowdy the Rock Snake whose goal is to give tips on how to make safe and healthy choices by allowing community members and youth to paint rocks with their best advice on them.

Northern Hills Diversion actively operates diversion programming for truancy offenses in both the Lead-Deadwood and Meade County School Districts. We are working with these districts to implement policies allowing more youth the opportunity for diversion. This school year we began offering truancy diversion services in both the Spearfish and Belle Fourche school districts as well.

Lawrence County, Butte County, and Meade County currently utilize the Juvenile Services Center (JSC) located in Rapid City for secure detention of youth and ARISE for non-secure services. Northern Hills Diversion is the only option for conditional release. The Northern Hills collaborative is supportive of efforts to expand alternatives to detention to keep low risk youth in the community and out of a facility. The goal of the requested positions is to develop and expand upon existing diversion services offered in the area to include case management and all types of offenses. The collaborative supports these efforts.

C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION

1. Include a summary of how your project would align with the following JDAI values:
 - a. Serving the right youth in the right place at the right time;
 - b. Serving youth in the least restrictive setting;
 - c. Protecting public safety;
 - d. Reducing racial, ethnic and gender disparities at all decision points in the juvenile justice system;
 - e. Establishing programs to be efficient and effective; and

- f. Using data to guide decision-making.
 2. Provide a summary of your county's use of the RAI including override statistics.
-

The average daily population (ADP) in Lawrence, Meade, and Butte Counties (2024) for youth in secure detention was 0.57 (up from 0.52 in 2023) for Lawrence County, 1.07 (down from 1.43 in 2022) in Meade County, and .22 (down from .85 in 2023) for Butte County. The average length of stay (ALOS) of 13.2, 23.1, and 5.6 days, respectively. In 2023, The ADP for youth in ARISE was 1.03 (up from 0.09 in 2022) for Butte County, 0.46 (down from 0.51 in 2022) for Lawrence County, and 0.48 (up from 0.38 in 2022) for Meade County with an ALOS of 17, 8.5, and 14.7 days respectively. In 2024, 46 total RAIs were completed in all three counties combined, a decrease of 11 from 2023. Of those 46, 24 for were scored for release, but 4 were overridden into alternative (ARISE), 3 were overridden into JSC, and 3 were placed on conditional release through Northern Hills Diversion. 9 scored for secure detention, a decrease of 2 from 2023. Of the original 46 RAIs, 61% were ultimately placed into either JSC or ARISE, a decrease of 28% from 2023. This indicates that the RAI is being used appropriately and we are decreasing the number of youth who are unnecessarily being placed in secure detention. It should also be noted that of the original 46 RAIs, a total of 7 were placed on conditional release. An additional 9 youth were placed on conditional release at their detention hearing, rather than being placed back in JSC or ARISE.

The Northern Hills Diversion conditional release option is oriented to keep lower risk youth in the community with the goal of providing a continuum of services. The goal of expanding diversion options is to eliminate existing barriers, such as transportation and the ability to pay for services. Grant funding obtained by Northern Hills Diversion will be utilized to support staff time dedicated specifically to JDAI/diversion coordination. This will include data tracking to determine the success of implemented diversion programs and alternatives to detention. This data is presented to the local

JDAI collaborative on a semi-annual basis to help guide decision making. The Unified Judicial System has supported the creation of these positions with training opportunities such as the JDAI national conference, multiple JDAI site model visits, and Risk Assessment Instrument (RAI) training for area law enforcement and other interested professionals and stakeholders to ensure the comprehension and utilization of this tool. The initial trainings were completed before the end of 2023 and we are currently working to provide refresher trainings.

D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY

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

1. Mobilizing the community to assume responsibility for alternatives to detention through involving various sectors;
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.
5. The Executive Director will continue performing JDAI/Diversion duties throughout the grant period.

- a. The Executive Director and/or JDAI/Diversion Coordinator will attend a JDAI collaborative meetings as requested by UJS.
- b. The Executive Director will continue with data collection, reporting, and analysis throughout the grant period.
- c. The JDAI/Diversion Coordinator will participate in monthly JDAI/Diversion Coordinators calls throughout the grant period.

6. The Executive Director and JDAI/Diversion Coordinator will utilize JDAI training to identify and potentially improve conditional release options for Lawrence, Meade, and Butte Counties on an ongoing basis throughout the grant period.

- a. The Executive Director will examine pre- and post- adjudicated juvenile data to determine which conditional release options are working for Lawrence, Meade, and Butte Counties.

- b. The Executive Director will present data to the JDAI work group on an ongoing basis to help drive evidence-based decision making.
 - c. The Executive Director will survey the collaborative to ensure that communities are being represented and the various entities are being represented at meetings.
7. The Executive Director will increase the amount of youth being diverted through the State's Attorney's Offices and refer existing services in the community.
- a. The JDAI/Diversion Coordinator will work on piloting a risk assessment tool designed to divert more youth to diversion programming.
 - b. The JDAI/Diversion Coordinator will continue meeting with existing programs in the community and become familiar more with services offered.
 - c. The Executive Director and JDAI/Diversion Coordinator will work with the State's Attorney's Offices to examine potential gaps in services in Lawrence, Meade, and Butte Counties.
 - d. The Executive Director will attend local government meetings as well as community-based meetings as necessary to promote youth justice work.
 - e. The Executive Director will continue to research the harmful impact of incarcerating youth to gain community and stakeholder buy-in.
8. The Executive Director will organize the JDAI collaboration meetings to consistently examine data, detention use, and success of implemented alternatives.
- a. The Executive Director will present data, complete a 2026 JDAI work plan, and guide decision making at JDAI meetings.

E. 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.

Northern Hills Diversion is working with law enforcement, the State's Attorney's Office, the Pennington County Juvenile Services Center, and the Unified Judicial System to collect arrest, diversion, average length of stay, and average daily population data. Recidivism data for all programs is tracked and disaggregated by gender, race, and ethnicity. The executive director also tracks ALOS and ADP and will provide it to the JDAI collaborative. The Executive Director and JDAI/Diversion Coordinators have access to up-to-date RAI data through the Unified Judicial System's JRAI data reporting system.

F. 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.

Northern Hills Diversion will serve youth, families, and community stakeholders in urban and rural areas of Lawrence, Meade, and Butte Counties. This area covers over 6,500 square miles. The total combined population based on 2022 Census estimates is 68,686 with 26,259 households. The population is 91.5% Caucasian with a poverty rate of 9.3-13%.

G: 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 <i>left</i> 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 | | | Tribal |
| X | Hispanic or Latino (of any race) | | X | Sex Offenders | | X | Urban |
| X | Other Race | | X | Status Offenders | | Age: | |
| X | White/Caucasian | | | Violent Offenders | | | Under 11 |
| Sex: | | Referral Source: | | | | X | 12-13 |
| X | Female | X | School | X | Court System | X | 14-15 |
| X | Male | X | State's Attorney | X | Other _____ | X | 16 -18 |

The target population is youth under 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. 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 focuses on prevention and intervention for youth engaging in behaviors putting them at risk for juvenile justice system involvement. The JDAI collaborations in the Northern Hills will work to create an effective, fair, and efficient system that produces positive outcomes for youth, families and communities while also protecting public safety.

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 Hagggar, 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 -

- 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:

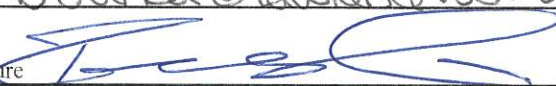
1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system 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.

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

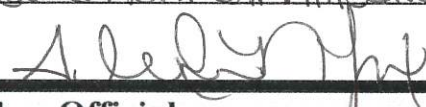
County Commission Chair

| | | | |
|-----------|---|----------------|----------------------------------|
| Name | Bob Ewing | Title | Lawrence County Commission Chair |
| Address | 90 Sherman St | City/State/Zip | Deadwood, SD 57732 |
| E-mail | boutka@lawrence.sd.us | Phone | 605-722-4167 |
| Signature |  | Date | 5/27/2025 |

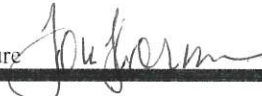
B. Project Director

| | | | |
|-----------|--|----------------|--------------------------------------|
| Name | VERLA LITTLE | Title | JDAI / DIVERSION PROGRAM COORDINATOR |
| Address | 68 SHERMAN ST, SUITE 213 | City/State/Zip | DEADWOOD, SD 57732 |
| E-mail | VERLA@NORTHERNHILLSDIVERSION.COM | Phone | 605-920-0897 |
| Signature |  | Date | 5/27/2025 |

C. Financial Officer

| | | | |
|-----------|---|----------------|--------------------|
| Name | Alexandra Lex | Title | Executive Director |
| Address | 68 Sherman St, Suite 213 | City/State/Zip | Deadwood, SD 57732 |
| E-mail | lexi@northernhillsdiversion.com | Phone | 605-920-1328 |
| Signature |  | Date | 5/27/2025 |

D. Other Official

| | | | |
|-----------|---|----------------|---------------------|
| Name | Toni Thorman | Title | President of BOD |
| Address | 1418 Charles St. | City/State/Zip | Spearfish, SD 57783 |
| E-mail | cthorman@rushmore.com | Phone | (605) 641-4021 |
| Signature |  | Date | 5/27/25 |

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 |
| Updated Letter of Support from Spearfish Chief of Police, Collin Smith. The previous Chief retired so this is just updating the original letter of support from that agency. |
| Attachment 2 |
| |
| Attachment 3 |
| |
| Attachment 4 |
| |
| Attachment 5 |
| |
| Attachment 6 |
| |

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

Spearfish Police Department

Collin M. Smith, Chief of Police

225 West Illinois Street, Spearfish, South Dakota 57783-2311

Administration (605) 642-1305 Dispatch (605) 642-1300

May 27th, 2025

To whom it may concern,

I am the Chief of Police for the City of Spearfish (Spearfish Police Department), located in the City of Spearfish, Lawrence County. Our location makes us an end stake holder for the JDAI/Diversion Grant supported Lawrence County's Northern Hills Diversion Program. The City of Spearfish supports the Lawrence County Northern Hills Diversion program, in both concept and financially.

I strongly support and encourage positive considerations for any grant opportunities that might assist in continuing or expanding the Northern Hills Diversion Program. The program has given many youths in the communities it serves an opportunity for a second chance with the justice system. The administrators of the program have tailored this second chance into one that provides excellent educational opportunities on the legal system, the consequences of the participant's behavior on their future, and the impact that the choices of other people have had on their own lives or the lives of victims.

Thank you for your consideration in this matter. I truly believe that the Lawrence County Northern Hills Diversion Program is one that should be deemed a success and a model for other programs.

Sincerely,



Collin M. Smith

Chief of Police

