

Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 6, 2023

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 6, 2023**. 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: Lincoln County		
Address: 104 N. Main St. Ste 200		
City/State/Zip: Canton, SD 57013		Phone: 605-764-5732 Fax: 605-764-2931
Email: jsommervold@lincolncountysd.org	Federal Employer or Payee Identification Number (FEIN): 46-6000082	
Project Director Name: Thomas R. Wollman		Title: State's Attorney
Agency: Lincoln County		Address: 104 N. Main St. Ste 200
City/State/Zip: Canton, SD 57013		Phone: 605-764-5732 Fax: 605-764-2931
Email: twollman@lincolncountysd.org		
Please indicate the name of the service(s) implemented: Youth Diversion Coordinator Position and JDAI Services		
Project Title:	Diversion Coordinator	
Requested Project Period:	July 1, 2023 – June 30, 2024	

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 \$70,000.

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
Salary	\$47,985
Health Insurance	\$24,685
SDRS	\$2,879
Employee Fringe Benefits	
TOTAL	\$75,549
B. Contracted Services	TOTAL
	\$
TOTAL	\$
C. Travel and Per Diem	TOTAL
In Person meetings – Pierre x3 (2 nights each trip + mileage + hotel + per diem)	\$1,515
National Training/Conference – Location TBD	\$2,000
Local Mileage	\$1,000
TOTAL	\$4,515
D. Equipment	TOTAL
Printer/laptop/monitors	\$1,750
TOTAL	\$1,750
E. Operating Expenses	TOTAL
Cell Phone (\$45/mth)	\$540
10% Indirect Costs	\$4,798
TOTAL	\$5,338
Total Project Budget -- Combined totals for all columns	\$87,152

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:	JDAI and Youth Diversion Coordinator		
Justification for the position :		Coordinate JDAI services in Lincoln County including youth diversion, case management and referral services, data tracking and analysis, and organization of community stakeholders	
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. JDAI Coordination			25
2. Diversion services and coordination			50
3. Referrals, data tracking and analysis			25
4.			
Wage/Salary:	\$47,985		
Benefits:	\$24,685 (County's share health insurance) + \$2,879 (County's share SDRS)		
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 <i>(must directly relate to the implementation of the program)</i>			Estimated % Time
1.			
2.			
3.			
4.			
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 (\$0.42 per mile and \$32 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 * 3

$$500 \times \$0.51 = \$255 \times 3 = \$765$$

$$2 \text{ nights hotel} \times \$75 + \text{tax} = \$150 \times 3 = \$510$$

$$6 \times \$40.00 = \$240$$

Purpose of Travel: Local Mileage

\$1,000 estimate

Remainder of travel budget to be allocated for the National Conference/Training at a location and time TBD.

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/monitors \$1,200 + printer \$400 + docking station \$150 = \$1,750

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.

10% indirect costs associated with the administration and facilitation of the JDAI program (including office space, conference and classroom space, office supplies, postage, copy machine, and training materials)

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.

Lincoln County is seeking a grant to expand diversion services, alternatives to detention, and staff time to assist with JDAI coordination. Lincoln County has a goal to expand their services to benefit the outcome of system involved youth at every decision point. Diversion services will be expanded on the front end to include an assessment with youth and families with a referral to existing services in the community. Diversion coordination will include working with community partners to build upon existing services utilizing data to assess needs. For youth

being referred to alternative to detention using the Risk Assessment Instrument, Lincoln County will seek to develop alternatives to detention within the community such as conditional release.

There were 209 juvenile petitions in Lincoln County in the fiscal year 2022. Of those petitions, 174 petitions were misdemeanor or citable offenses that could be diverted from the formal court process. Currently, the only diversion program available in Lincoln County is probation. In 2022, 81 youth were served through probation, increasing from 64 in 2021. Of the 81 youth who went through the program, only 53 were successful, indicating the need for expansion of diversion services in the county. Of the 75 youth scored with the RAI, 25 youth in Lincoln County scored for an alternative to detention in fiscal year 2022. Although Lincoln County has a good continuum of alternatives to detention, this position will seek to enhance alternatives to detention through data analysis and community partnerships.

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.

Lincoln County has been a JDAI site for almost one year. The JDAI Collaborative include the 2nd Circuit Juvenile Judge, Lincoln County State's Attorney's Office, detention administration, sheriff, Canton and Tea Police Department, county commission, court services, Tea, Lennox and Harrisburg school districts, and local behavioral health services. The Lincoln County State's Attorney has been fully involved since the beginning and fully supports JDAI and diversion expansion. Lincoln County Commissioners have approved this project in commission meetings.

Lincoln County currently uses Minnehaha County JDC and alternatives to detention. Lincoln County Collaborative is supportive of efforts to expand alternatives to detention to keep low risk youth in the community and not in a facility.

The goal of this position is to expand upon current diversion services offered in the area to offer case management for all types of offenses. The Collaborative supports these efforts.

Please see attached letter of support and Memorandum of Understanding for this project.

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 Lincoln County (2022) for youth in detention was 1.08 with an average length of stay at 23.12 days. Lincoln County already limits the use of secure detention and has an override rate of 23%. Lincoln County is seeking additional conditional release options to keep lower risk youth in the community. With the goal of providing access to a continuum of services, including culturally responsive programming, Lincoln County will decrease the overrepresentation of youth of color in detention and increase successful diversion outcomes for youth of color. The goal of expanding diversion options is to eliminate existing barriers such as transportation and ability to pay for services.

Grant funding obtained by Lincoln County will be utilized to support staff time dedicated specifically to JDAI coordination. This will include data tracking to determine the success of implemented diversion programs and alternatives to detention. This data will be presented to the local JDAI Collaborative on a quarterly basis to help guide decision making. The Unified Judicial System intends to support the created position with training opportunities such as the national JDAI conference, a JDAI model site visit, as well as Risk Assessment Instrument training for the Police Department, Sheriff's Department, and other interested professionals and stakeholders to ensure the comprehension and utilization of the tool.

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.

- I. The JDAI/Diversion Coordinator position will be hired by August, 2023.
 - a. The Lincoln County commission will approve the proposal by the end of May and application will be submitted by June 6.
 - b. Lincoln County will post this position by July, 2023.
 - c. Interviews and candidate selection will occur by August, 2023.
- II. The JDAI/Diversion Coordinator will be trained in the JDAI framework along with other juvenile justice best practices.
 - a. The JDAI/Diversion Coordinator will attend a South Dakota JDAI state visit in Rapid City by September, 2023.
 - b. The JDAI/Diversion Coordinator will attend a JDAI collaborative meeting in Watertown, Brookings or Mitchell by October, 2023.
 - c. The JDAI/Diversion Coordinator will be trained in data collection, reporting and analysis with the state JDAI Coordinator by December, 2023.
 - d. The JDAI/Diversion Coordinator will participate in monthly JDAI and Diversion Coordinators calls throughout the grant period.
- III. The JDAI/Diversion Coordinator will utilize JDAI training to identify conditional release options for Lincoln County by December, 2023.
 - a. The JDAI/Diversion Coordinator examine pre- and post-adjudicated juvenile data to determine which conditional release options will work for Lincoln County.
 - b. The JDAI/Diversion Coordinator will present data to the JDAI work group by December, 2023 to make a collaborative decision for next steps.
 - c. The JDAI/Diversion Coordinator will meet with community stakeholders to determine a facility for an evening reporting center and/or the supervision method of youth on electronic monitoring by January, 2024.
- IV. The JDAI/Diversion Coordinator will increase the amount of youth being diverted through the State's Attorney's Office and refer to existing services in the community by December, 2023.
 - a. The JDAI/Diversion Coordinator and State's Attorney's Office will develop policies and procedures for the diversion process and tracking by September, 2023.
 - b. The JDAI/Diversion Coordinator will meet with existing programs in the community and become familiar with services offered in September, 2023.
 - c. The JDAI/Diversion Coordinator will work with the State's Attorney's Office to examine additional diversion services needed in Lincoln County based on data by October, 2023.
- V. The JDAI/Diversion Coordinator will organize the JDAI collaborative meetings to consistently examine data, detention use, and success of implemented alternatives by January, 2023.
 - a. The JDAI/Diversion Coordinator will hold the first JDAI meeting in October, 2023 along with the state JDAI Coordinator.
 - b. The JDAI/Diversion Coordinator will meet with each stakeholder on the collaborative individually by December, 2023, to increase buy in and educate on the 2024 JDAI work plan.
 - c. The JDAI/Diversion Coordinator will present data, complete a 2024 JDAI work plan, and guide decision making at the JDAI meetings by September 2023.

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.

Lincoln County will work with law enforcement, the State's Attorney's Office, and the Minnehaha Juvenile Detention Center to collect arrest, diversion, average length of stay, and average daily population data. Lincoln County State's Attorney's Office is already tracking diversion data, and will continue to track recidivism on all diversions. Data will be disaggregated by gender, race and ethnicity. The state JDAI Coordinator is currently tracking ALOS and ADP and will provide this to the Lincoln County State's Attorney's Office to disseminate to the JDAI collaborative. The Coordinator position will have access to up-to-date RAI data through the Unified Judicial System's JRAI data reporting system. Training will be provided to the State's Attorney's Office and the Diversion Coordinator on data collection, analyses and dissemination by the state JDAI Coordinator and through attending a JDAI site visit and state JDAI conference.

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.

The Youth Diversion Coordinator position will serve youth, families, and community stakeholders in urban and rural Lincoln County. To give a better understanding of the county make-up, the 2021 United States Census₂ reported there were 67,870 people and 24,719 households in the county. The county has a total area of approximately 578 square miles with a population density average of 117 people per square mile, and the county seat is located in Canton, SD.

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	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	14-15
X	Male	X	State's Attorney	X	16 -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;
 Pat Bad Hand, Rosebud Sioux Tribe Detention Center;
 Mason Best, Youth Member;
 Judge Tami Bern, First Judicial Circuit Judge;
 Keegan Binegar, Youth Member;
 Kristi Bunkers, Department of Corrections Director of Juvenile Services;
 Kim Cournoyer, Service Provider at Great Plains Psychological Associates;
 Charles Frieberg, Director of Trial Court Services;
 Tiffany Glaser, Department of Social Services JJRI Program Manager;
 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;
Betty Oldenkamp, Chair and CEO of Lutheran Social Services;
Tierney Scoblic, Youth Member; and
Cassidy Wright, 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

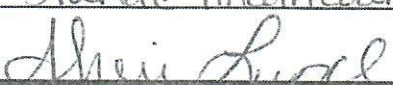
County Commission Chair

Name	Pittari Landeen	Title	
Address	104 N. Main St	City/State/Zip	Canton SD 57013
E-mail	tlandeen@lincolncounty	sd.org	
		Phone	605-366-4458
		Fax	
Signature			
	Date	6.2.23	

B. Project Director

Name	Thomas Wollman	Title	Lincoln County Sheriff's Attorney
Address	104 N. Main St 200	City/State/Zip	Canton, SD 57108
E-mail	twollman@lincolncounty	sd.org	
		Phone	605-764-5732
		Fax	605-764-2931
Signature			
	Date	6.2.2023	

C. Financial Officer

Name	Sheri Lund	Title	Auditor
Address	104 N Main St.	City/State/Zip	Canton SD 57013
E-mail	slund@lincolncounty	sd.org	
		Phone	605-764-2581
		Fax	
Signature			
	Date	6-6-2023	

D. Other Official

Name		Title	
Address		City/State/Zip	
E-mail		Phone	
		Fax	
Signature			
	Date		

SECTION 7. ATTACHMENTS

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

Attachment 1
Memorandum of Understanding -
Attachment 2
Letter of Support
Attachment 3
JDAI Data - Powerpoint
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

**LINCOLN COUNTY JUVENILE DETENTION ALTERNATIVES INITIATIVE
(JDAI) COMMITTEE
MEMORANDUM OF UNDERSTANDING (MOU)**

I. PARTIES

This document constitutes an agreement between the South Dakota Second Judicial Circuit, Lincoln County Sheriff's Office, Lincoln County States Attorney's Office, Police Departments of Lincoln County, Lincoln County, Lincoln County School Districts, and other parties as amended.

II. PURPOSE

This agreement establishes the Lincoln County JDAI Committee and is entered by the above-named agencies to establish a cooperative relationship by applying the eight core strategies (enumerated in paragraph V) of JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention of juvenile offenders;
- Minimize re-arrest of juvenile offenders and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities for juvenile offenders;
- When necessary, redirect public resources and policies to sustain successful reforms.
- Increasing the availability of detention alternatives in Lincoln County.

III. AUTHORITY

The Lincoln County JDAI Committee shall have the authority to facilitate the coordination of inter-agency solutions to achieve the purpose described above. The JDAI Committee may make appropriate resource or policy recommendations to the governing bodies of the agencies represented on the JDAI Committee.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The period of the agreement is three years from the original date of signature.

Amendments to this MOU must be submitted in writing at least 30 days in advance and approved by all agencies represented herein. In the event additional parties are added to the Lincoln County JDAI Committee, the new party may be added upon approval by all agencies represented herein.

Positions and signature change- an MOU will need to be updated. The MOU is precipitated on funding from Council for Juvenile Services.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

V. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the Lincoln County JDAI Committee will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:



- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;
- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants, and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.


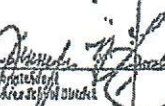
VI. RESPONSIBILITIES OF THE PARTIES



All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the Lincoln County JDAI Committee agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with public safety. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.



VII. COMMITTEE LEADERSHIP AND MEETINGS

Meetings will occur at least quarterly and will be led by at least one or both of the JDAI Co-chairpersons (need to be identified) Co-chairpersons have the authority to conduct the meetings to facilitate discussion and decision-making. The committee will appoint a secretary to keep minutes, which will be agreed upon by the committee. In matters that require a vote, each agency represented on the JDAI Committee shall have one vote. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation.

 4/3/23  6-2-23
Sheriff
Washington County Sheriff's Office
Date
District Attorney
Washington County District Attorney's Office
Date


 3-30-23  3-30-2023
Superintendent
Washington School District
Date
Treasurer
Washington School District
Date

 
Sheriff
Washington County Sheriff's Office
Date
District Attorney
Washington County District Attorney's Office
Date

 3-31-23  4/3/23
Sheriff
Washington County Sheriff's Office
Date
District Attorney
Washington County District Attorney's Office
Date

 3/31/23  3-30-23
Superintendent
Washington School District
Date
Superintendent
Washington School District
Date

  3-28-23
Sheriff
Washington County Sheriff's Office
Date
District Attorney
Washington County District Attorney's Office
Date

 3/23/23
Sheriff
Washington County Sheriff's Office
Date

The Honorable
Presiding Judge, 2nd Judicial Circuit

Date

Lincoln County Commissioner

Date

Superintendent
Harrisburg School District

Date

Superintendent
Tea Area School District

Date

Sheriff
Lincoln County Sheriff's Office

Date

State's Attorney
Lincoln County State's Attorney's Office

Date

Chief of Police
Tea Police Department

Date

Second Judicial Circuit Court Services

Date

Superintendent
Lennox School District

Date

Superintendent
Canton School District

Date

Chief of Police
Lennox Police Department

Date

Chief of Police
Canton Police Department

Date

Chief of Police
Worthing Police Department

Date



Court Services Department
Second Judicial Circuit Court

425 North Dakota Ave
Sioux Falls, SD 57104-2472
Telephone (605) 367-5930
Fax (605) 367-4907

May 26, 2023

To Whom it May Concern:

I am submitting this letter as a notice of support for the Lincoln County Diversion Coordinator Grant application.

Juvenile Diversion programs and other approaches to hold youth accountable for their behavior without legal sanctions have proven to be successful nationwide. Research cited by the Annie E. Casey Foundation indicates that youth assessed as low risk are 45% less likely to reoffend than comparable youth facing formal court processes. Other research notes that most young people age out of delinquent behaviors with little to no intervention. They simply "grow up".

Minnehaha County and other Counties throughout the State of South Dakota have successfully utilized Diversion Coordinators to divert low risk juveniles and those who do not demonstrate a significant risk to public safety. Diverting these youth from formal involvement with the Court system allows Court Service Officers to focus their time and resources on supporting higher risk youth and families who have the greatest need.

Thank you,

Chad Clark

Chief Court Services Officer

Purpose of the Juvenile Detention Alternatives Initiative (JDAI)

Serving	Serving the right youth in the right place at the right time
Least	Least restrictive setting
Protecting	Protecting public safety
Reducing	Reducing racial, ethnic, and gender disparities at all decision points in the juvenile justice system
Establishing	Establishing programs to <ul style="list-style-type: none">• be efficient and effective
Using	Using data to guide <ul style="list-style-type: none">• decision-making

JDAI IN SOUTH DAKOTA

JDAI is the way of doing business in South Dakota

Ensure the due process rights of youth in South Dakota

Youth are referred to the least restrictive alternative available while ensuring public safety

To use and institutionalize the core strategies of JDAI to examine juvenile justice in South Dakota systemically and to promote strategies that improve outcomes from arrest through adjudication and disposition

What does JDAI look like in Lincoln County? What could it look like?

In place currently-

- *Use of the RAI- Objective Admissions*
- *Use of ARISE and JDC*
- *Use Community Supervision and ERC (Evening Reporting Center)*
- *SOME data available*

Lincoln Detention Data 2021

- *Average Daily Population in JDC 1.33*
- *Average Length of Stay 11.57 Days*
- *Total Bed Days 486*

What if Lincoln County became a JDAI site?

- A collaborative is formed- tasked with making data driven policy decisions that will have positive impacts for youth in the area
- A deep dive into potential alternatives to detention that keep youth in the community- such as conditional release, community supervision, and evening reporting centers. Reallocating dollars back into the community!
- Potential Grant Opportunities that could include a JDAI/Diversion Coordinator Position (next slide)
- Site visit to existing JDAI site and spots at national convening
- Positive Youth Development Training

NEW JDAI/YOUTH DIVERSION COORDINATOR

Grant funded position through the Council for Juvenile Services to support local JDAI and diversion efforts

Position housed at Boys and Girls Club

Goals-

- *Expand Diversion options in Codington County*
- *Supervise youth pre-adjudication as an alternative to detention*
- *Review and Collect Juvenile Data for Codington*
- *Staff and coordinate local JDAI collaborative to use data to drive decision making*
- *Provide case management/case expediting for youth in detention in Codington County*
- *Along with local JDAI collaborative, implement and overnight alternative to detention option in Codington County*

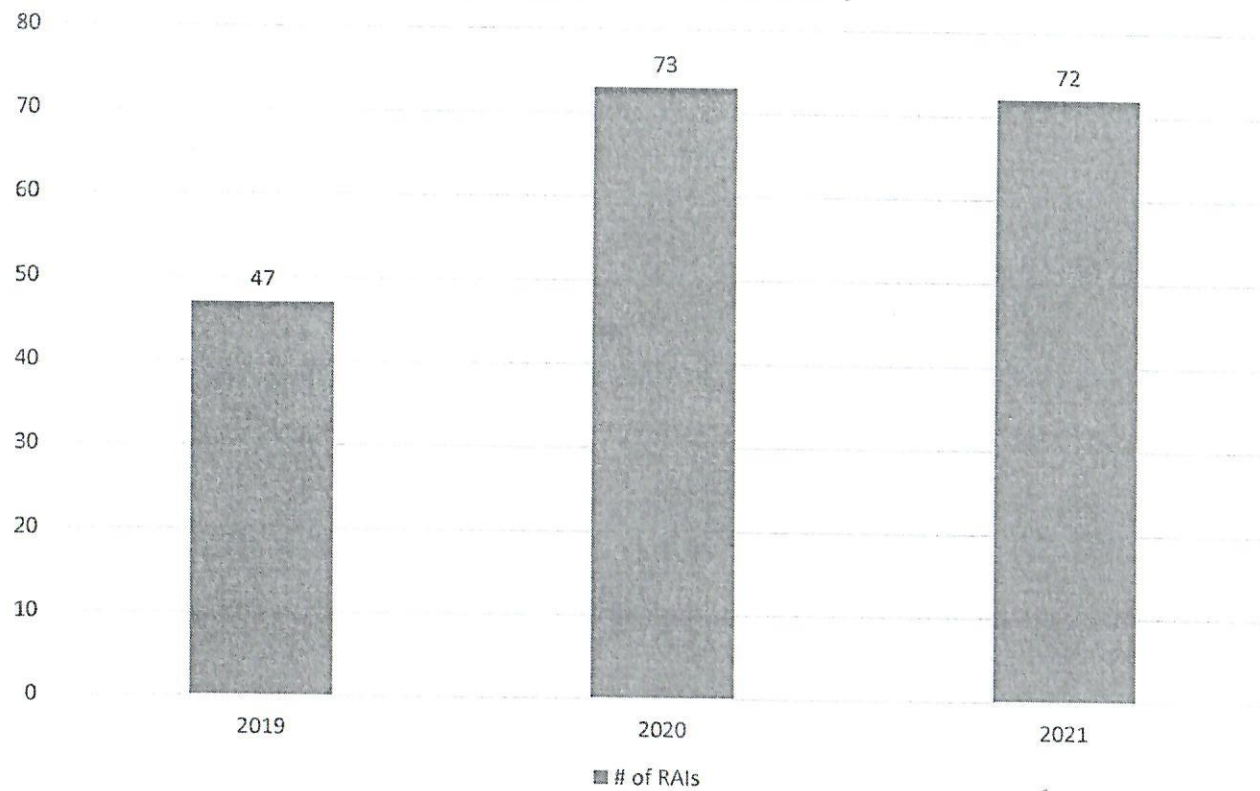
Juvenile Petitions Filed –

	2021	2020	2019
Felony	41	35	27
M1	38	65	36
M2	47	55	44
CHINS	73	28	23
Total	199	183	130

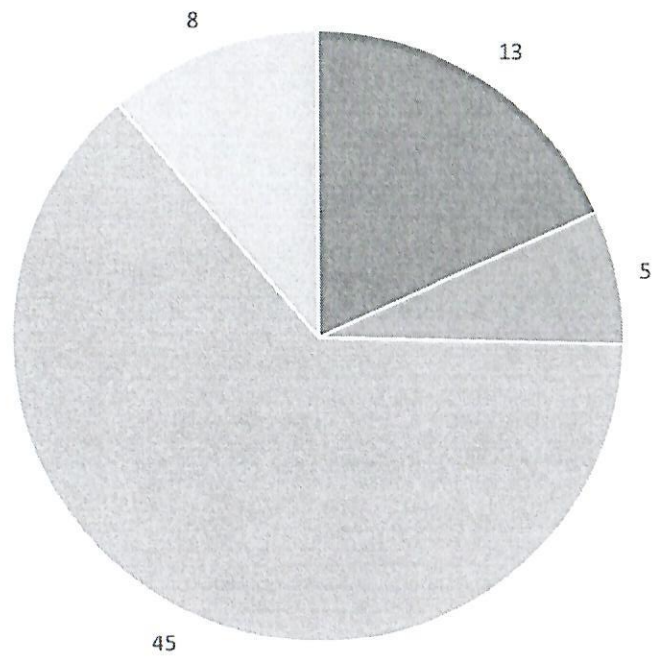
Diversions (JJRI Incentive Fund submitted to the state)

	2021	2020	2019
Lincoln (successful)	40	36	43
Lincoln (total diversions)	64	50	69

of RAIs for Lincoln County

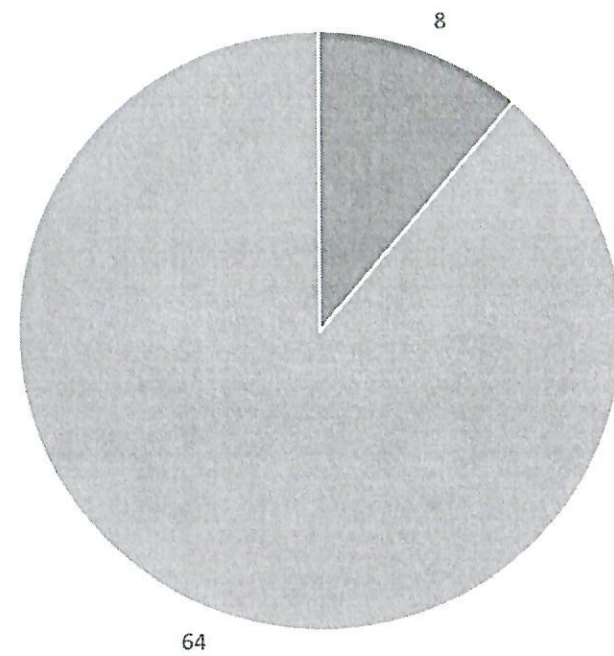


Race



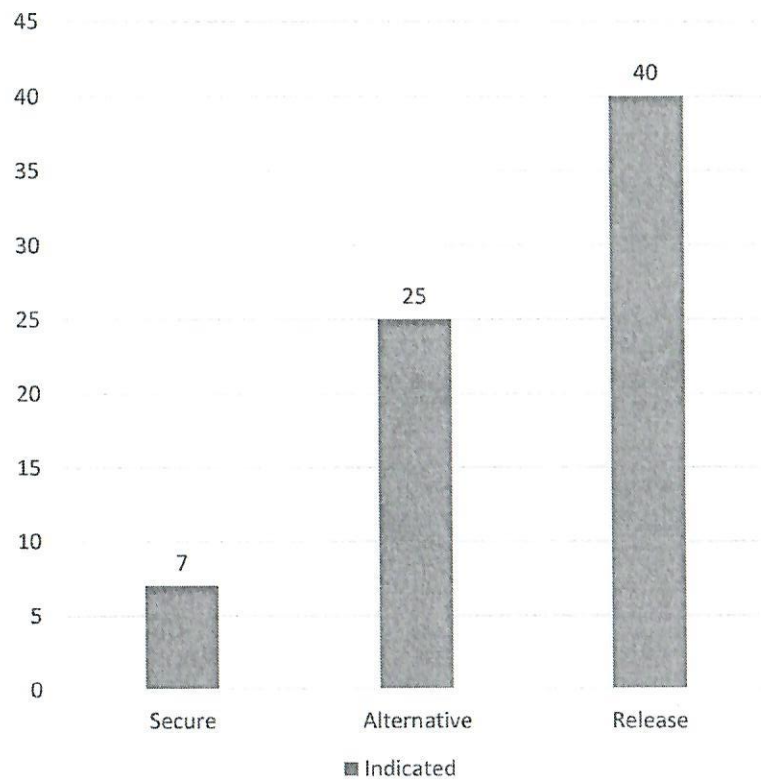
■ Native American ■ Unavailable ■ White ■ Black

Ethncity

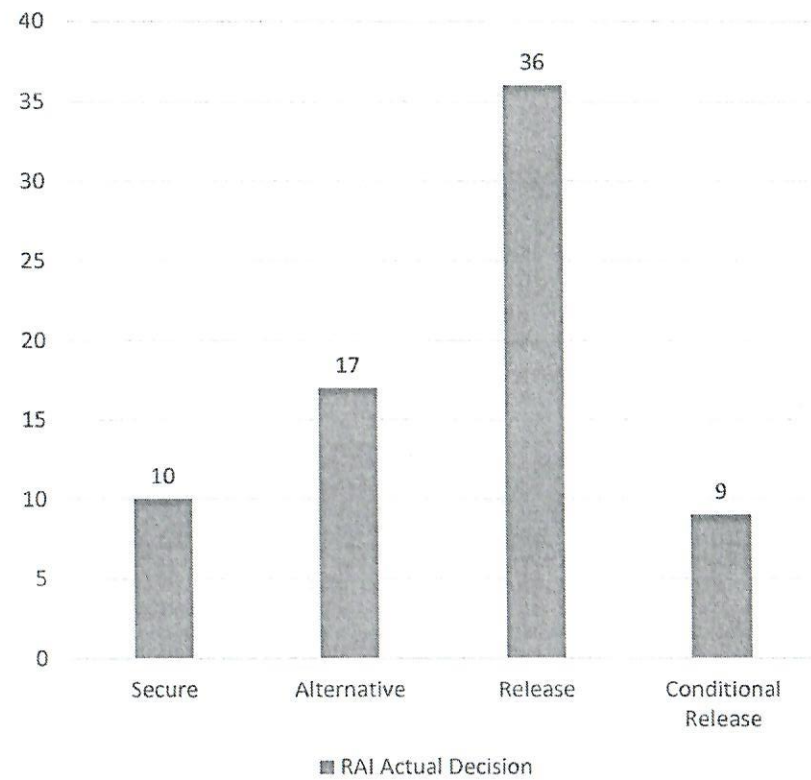


■ Hispanic ■ Non-Hispanic

RAI Indicated Decision

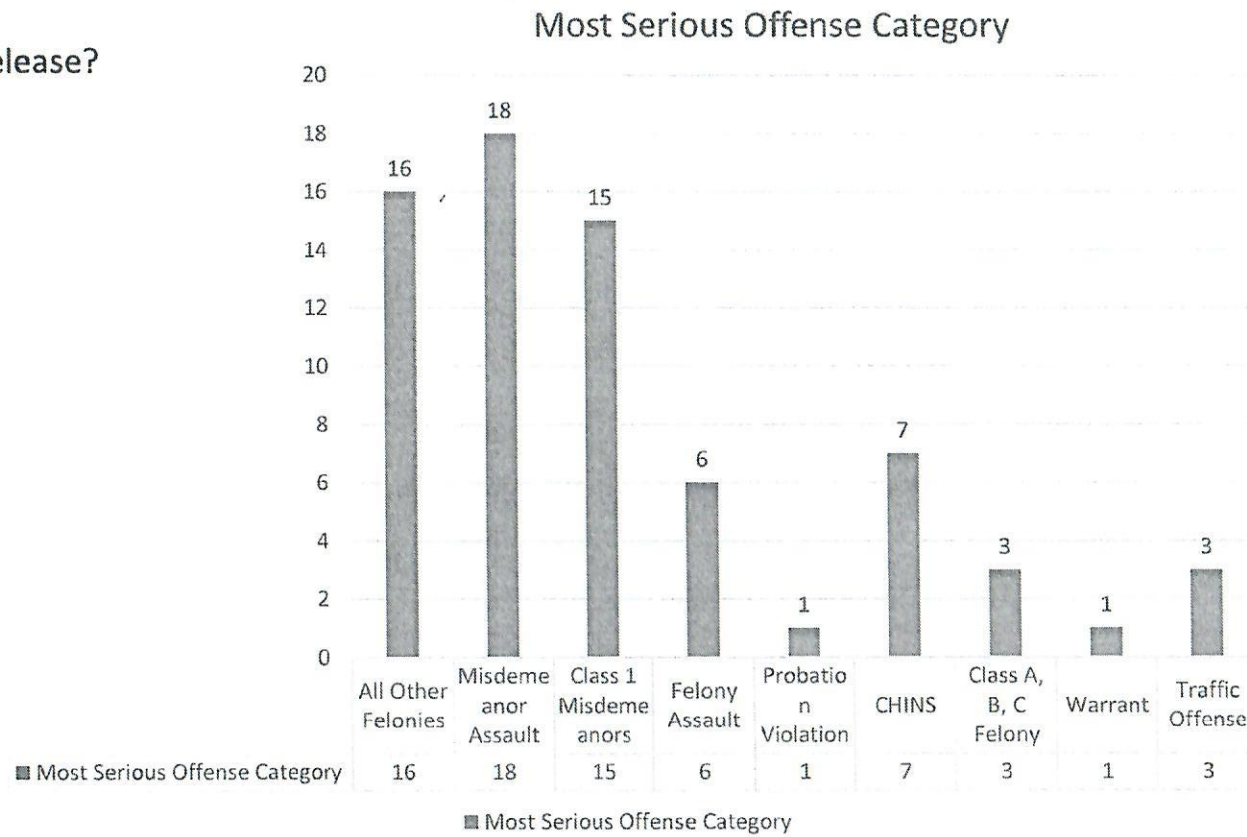


RAI Actual Decision



Current Alternatives to Detention For Lincoln County

- ARISE
- Conditional Release?



Questions?

Contact Annie Brokenleg @ 605-367-8366

Annie.Brokenleg@uks.state.sd.us

Next Steps-

- Formalize work group
- MOU signatures