

SFY2027 Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 18, 2026

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 18, 2026**. 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

JUN 22 2026

DEPT. OF CORRECTIONS

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 conditional release		
Project Title:	Northern Hills Diversion	
Requested Project Period:	July 1, 2026 – June 30, 2027	

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 \$52,500.

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
Program Coordinator	\$52,500
<i>Employee Fringe Benefits</i>	
TOTAL	\$
B. Contracted Services	TOTAL
	\$
TOTAL	\$
C. Travel and Per Diem	TOTAL
	\$
TOTAL	\$
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
	\$
TOTAL	\$
Total Project Budget – Combined totals for all columns	\$52,500

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: **Program Coordinator**

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:	
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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. This is above the requested amount. However, I am only asking for the \$52,500. The rest of this wage will be covered through other sources.
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Benefits:	Healthcare contribution of \$3,600 per year. Retirement contribution of \$3,230 per year.
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Position #2:

Justification for the 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:	
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Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1.	
2.	
3.	
4.	

Wage/Salary:	
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Benefits:	
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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:	
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Consultant Fees:	
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Contracted Service:	
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Selection Process:	
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Consultant #2:	
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Consultant Fees:	
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Contracted Service:	
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Selection Process:	
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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** (\$0.70 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:	
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$[Mileage] \times \$0.70 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$40.00 =$
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Purpose of Travel:	
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$[Mileage] \times \$0.70 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$40.00 =$
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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.

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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.

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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 "As an alternative to the traditional criminal justice system, we provide youth the opportunity to take responsibility for their choices and rebuild relationships within their community" (Northern Hills Diversion, 2026). 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.

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 three years. 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.

Northern Hills Diversion actively operates diversion programming for truancy offenses in all three counties. We are working with the districts to implement policies allowing more youth the opportunity for diversion.

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 2025, The ADP for youth in ARISE was 0.90 (down from 1.03 in 2023 for Butte County, 0.56 (up from 0.46 in 2023) for Lawrence County, and 0.87 (up from 0.48 in 2023) for Meade County with an ALOS of 15.45, 44, and 22.92 days respectively. In 2025, 49 total RAIs were completed in all three counties combined, an increase of 3 from 2024. Of those 49, 21 for were scored for release, but 6 were overridden into alternative (ARISE), 3 were overridden into JSC, and 6 were placed on conditional release through Northern Hills Diversion. 9 scored for secure detention. Of the original 49 RAIs, 57% were ultimately placed into either JSC or ARISE, a decrease of 32% since 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 49 RAIs, a total of 6 were placed on conditional release. An additional 11 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.
- The Executive Director and/or JDAI/Diversion Coordinator will attend a JDAI collaborative meetings as requested by UJS.
 - The Executive Director will continue with data collection, reporting, and analysis throughout the grant period.
 - The JDAI/Diversion Coordinator will participate in monthly JDAI/Diversion Coordinators calls throughout the grant period.
 - 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.

- 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.
- The Executive Director will present data to the JDAI work group on an ongoing basis to help drive evidence-based decision making.
- The Executive Director will survey the collaborative to ensure that communities are being represented and the various entities are being represented at meetings.
- 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.
- The JDAI/Diversion Coordinator will work on piloting a risk assessment tool designed to divert more youth to diversion programming.
- The JDAI/Diversion Coordinator will continue meeting with existing programs in the community and become familiar more with services offered.
- 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.
- The Executive Director will attend local government meetings as well as community-based meetings as necessary to promote youth justice work.
- The Executive Director will continue to research the harmful impact of incarcerating youth to gain community and stakeholder buy-in.
- The Executive Director will organize the JDAI collaboration meetings to consistently examine data, detention use, and success of implemented alternatives.
- The Executive Director will present data, complete a 2027 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. Teen Court is already tracking teen court data and will track recidivism on all diversions. Data is disaggregated by gender, race, and ethnicity. The executive director is currently tracking 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. Day County Commissioner

Dadra Avery, School Counselor at Sturgis Brown High School;
Judge Tami Bern, First Judicial Circuit Judge;
Eric Anderson, Department of Corrections Juvenile Corrections Supervisor;
Amy Witt, Chief Program Officer, Lutheran Social Services of South Dakota
Charles Frieberg, Director of Trial Court Services;
Melanie Boetel, Department of Social Services Behavioral Health Services Director;
Daniel Haggart, 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, Former Aberdeen Police Department Chief;
Rebecca Rasmussen, Director, Call to Freedom
Ruth Burns, SWO Tribal Court Prosecutor
Skylir Skipper, Youth Member;
Cassidy Frederick, Youth Member.
Julian Woodward, Youth Member, and
Jamin McGray, 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.

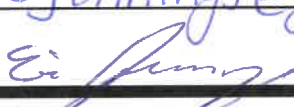
State of South Dakota Grant Subrecipient Attestation:

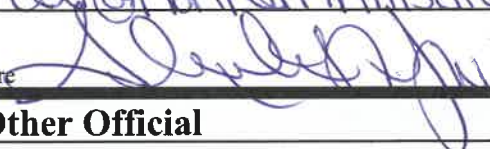
If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

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	ERIC JENNINGS		Title	CHAIRMAN			
Address	90 SHERMAN ST		City/State/Zip	DEADWOOD, SD 57732			
E-mail	ejennings@gmail.com		Phone	(605) 578-1941	Fax		
Signature			Date	5-26-2026			
B. Project Director							
Name	VERLA LITTLE		Title	JDAI/DIVERSION PROGRAM COORDINATOR			
Address	968 SHERMAN ST, SUITE 211		City/State/Zip	DEADWOOD, SD 57732			
E-mail	VERLA@NORTHERNHILLSDIVERSION.com		Phone	605-722-8889		Fax	

Signature				Date	5/27/2026		
C. Financial Officer							
Name	Alexandra Lux			Title	Executive Director		
Address	68 Sherman St			City/State/Zip	Deadwood, SD 57732		
E-mail	lux@northernhillsdivision.com			Phone	605-722-8889		Fax
Signature				Date	5-27-2021		
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
Letter of Support from the Honorable Judge Michelle Comer, Residing Judge for the Fourth Judicial Circuit of South Dakota
Attachment 2
Attachment 3
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE



Fourth Judicial Circuit Court

Michelle K. Comer
Presiding Judge

P.O. Box 626
Deadwood, SD 57732
Phone: 605-578-2044
Fax: 605-578-3613

Nicci Tillisch
Court Reporter

June 14, 2026

To Whom It May Concern:

I am pleased to provide this letter of support for grant applications submitted by [Northern Hills Diversion](#). As Presiding Judge of the Fourth Judicial Circuit of South Dakota, I have had the opportunity to observe the important role Northern Hills Diversion plays in strengthening youth outcomes, supporting families, and enhancing public safety throughout our communities.

The work of Northern Hills Diversion reflects principles that are widely recognized as essential to effective juvenile justice practice. By addressing underlying causes of misconduct, engaging families and community partners, and focusing on restorative approaches, the program helps youth learn from their mistakes while avoiding many of the long-term consequences associated with deeper justice system involvement. The program's philosophy emphasizes helping young people become constructive and contributing members of society while fostering accountability and respect for the law.

Our communities benefit when youth are provided opportunities to repair harm, develop positive decision-making skills, and remain connected to supportive educational, family, and community resources. Programs such as those offered by Northern Hills Diversion help create pathways toward long-term success while reducing unnecessary reliance on more restrictive juvenile justice interventions.

I strongly support Northern Hills Diversion's efforts to secure funding from public and private grantors. Investments in this organization support evidence-based and community-centered approaches that improve outcomes for young people while strengthening public confidence in the juvenile justice system. Grant funding enables Northern Hills Diversion to expand services, enhance program quality, strengthen community partnerships, conduct research and evaluation activities, and ensure that youth and families throughout the Northern Hills region continue to have access to effective diversion opportunities.

Northern Hills Diversion has demonstrated a sustained commitment to serving justice-involved youth and promoting positive change within our communities for more than thirty years. I encourage your favorable consideration of Northern Hills Diversion's request for funding and appreciate your commitment to supporting programs that advance youth development, accountability, and public safety.

Thank you for your consideration.

Respectfully,

The Honorable Judge Michelle Comer
Presiding Circuit Court Judge

