

SFY 2027 Native American Programs 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 18 2026

DEPT. OF CORRECTIONS

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

SECTION 1. APPLICANT INFORMATION

Applicant: Oglala Lakota Housing Authority		
Address: 4 SuAnne Center Drive		
City/State/Zip: Pine Ridge, SD 57770	Phone: 605-867-5161	Fax: NA
Email:	Federal Employer or Payee Identification Number (FEIN):	
Project Director Name: Tamera Marshall		Title: Youth Diversion Coordinator
Agency: Pine Ridge, SD 57770-0603	Address: 4 SuAnne Center Drive	
City/State/Zip: Pine Ridge, SD 57770	Phone: 605-867-5161	Fax:
Email:	tamera.marshall@outlook.com	
Please indicate the name of the service(s) implemented: Youth Diversion Program		
Project Title:	Oglala Lakota Tribal/State Diversion Partnership and Implementation	
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 \$30,000.

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

A. Personnel	TOTAL
Youth Diversion Coordinator	\$46,508.00
Youth Diversion Specialist	\$21,840.00
Employee Fringe 10%	\$6,834.80
TOTAL	\$75,182.00
B. Contracted Services	TOTAL
Honorariums for Elders and Community Members	\$ 3,600.00
TOTAL	\$3,600.00
C. Travel and Per Diem	TOTAL
Local Mileage	\$14,000.00
Per Diem	\$400.00
TOTAL	\$14,400.00
D. Equipment	TOTAL
Tablet, Case, Screen protection, & Software protection	\$900.00
Printer Paper, Ink	\$500.00
TOTAL	\$1,400.00
E. Operating Expenses	TOTAL
Medicine pouches	\$1,372.00
Youth Incentives	\$1,200.00
TOTAL	\$2,572.00
Total Project Budget – Combined totals for all columns	\$95,754.00

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

SECTION 3. BUDGET NARRATIVE

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

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

Position #1: Youth Diversion Coordinator

Justification for the position :

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

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

Personnel Responsibilities & Duties (must directly relate to the implementation of the program)

Estimated % Time

1. Implementation of diversion interventions, case management, and program coordination

75%

2. Referrals, data tracking and analysis

25%

3.

4.

Wage/Salary:

\$46,508.80.00 annually

Benefits:

Dental & Vision Coverage

Position #2: Youth Diversion Specialist

Justification for the position:

The Youth Diversion Specialist is responsible for developing and implementing intervention strategies that divert youth from the juvenile justice system as an integral part of OL-DBH's Youth Diversion Program. This position involves working closely with youth, families, schools, law enforcement, and community organizations to provide support services, case management, and educational programs that address the root causes of delinquent behavior. (1.0 FTE)

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

Personnel Responsibilities & Duties (must directly relate to the implementation of the program)

Estimated % Time

1. Implementation of diversion interventions, case management, and youth mentorship

75 %

2. Referrals, data tracking and analysis

25 %

3.

4.

Wage/Salary:

\$21,840.00

Benefits:	Dental & Vision Coverage
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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:	Elders and Community Members
Consultant Fees:	9 Districts x 2 honorariums per district x \$200 per Individual = \$3,600
Contracted Service:	Honorariums will be given to elders, spiritual leaders, and community members for time and attendance, services related to protocol for ceremonies, knowledge and history of our cultural teachings, and any other aspect of teaching our traditions and culture.
Selection Process:	We will select two individuals from each district: an elder male or female, spiritual individual, and/or a community member
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel 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:	Local Mileage: Staff will be traveling across the reservation and surrounding areas to visit youth and their families, host transportation to cultural-based interventions, and host/ attend training. Our reservation, which is home of the Oglala Sioux Tribe, is more than twice the size of the state of Rhode Island (~3,468 mi ²). Our reservation consists of 9 districts, which are home to 54 communities.
$20,000 \times \$0.70 = \$14,000$	
Purpose of Travel:	Staff will attend in-person grantee, judicial, and stakeholder meetings to report progress and collaborate with diversion professionals.
$[10 \text{ Number of Travel Days per diem}] \times \$40.00 = \$400$	
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of "office expenses" will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
Tablet, Case, Screen protection, & Software protection =\$900	
Printer Paper, Ink =\$500	

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.

We will offer medicine pouches which include abalone shells (50 x \$10 = \$500), sweetgrass (pkg of 10 for \$47.25 x 10 = \$472.25, Sage (50 x \$4 = \$200), and Cedar (50 x \$4 = \$200) = \$ 1,372.00
Incentives for successful participants (12 months; \$100/month) = \$1,200.00

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

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

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

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

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

A. ABSTRACT AND DEMONSTRATION OF NEED

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

South Dakota has made large strides in increasing the number of youth who are successfully diverted from the court system, but Native American youth, especially those living on tribal land, are not receiving the same opportunities, and resources remain scarce. Tribal jurisdictions have limited diversion options. The Oglala Lakota Tribe does not employ any juvenile probation officers. Youth offenders are frequently released back into the community with no accountability or removed from the community to be held in a facility. After four years of this project period, it is making an impact by keeping youth in the community with accountability and utilizing a restorative justice approach. The Oglala Lakota Housing Authority intends to continue and expand upon its diversion coordinator position in year five to provide preventative programming, expand the Juvenile Detention Alternative Initiative (JDAI), shelter care as needed, and connection to cultural resources on the reservation. Since the grant period started in June 2025, there have been 53 youth who have participated in the program. 21 youth have been successful. This data indicates the diversion program is working, while also keeping the community safe. The Oglala Lakota Housing Authority is committed to working with Bennett County and justice system stakeholders in this area to ensure all tribal youth have access to preventative services to support youth in becoming successful adults.

B. COMMUNITY READINESS

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

1. Community readiness and willingness to adopt the strategy;
2. Justice system readiness ;

3. School system readiness; and
4. Any barriers that may prevent change in your community.

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

Oglala Sioux Tribe officials have met with justice system stakeholders in Bennett County, including the juvenile court judge, chief of probation for the 6th circuit, and the state's attorney. The diversion coordinator position and the expansion of diversion practices has been approved by the Oglala Sioux Law and Order Committee in March 2022 with full support. The OST diversion coordinator continues to meet with all local school districts and supports truancy prevention programming. The school district recognizes the scarcity of resources for its Native American youth and fully supports the implementation and expansion of diversion practices. Consistent communication between tribal and non-tribal members has been key to the success of this project. The Diversion Coordinator is a member of the Vice President of the Oglala Sioux Tribe's Child Advocacy Committee, which meets biweekly to connect services to improve outcomes for youth. The Advocacy Committee is in full support of this project.

This project will continue to serve both youth and families living on and off the reservation, which includes a large geographic area. The working collaborative has identified that 1.5 FTE will be needed to truly meet the needs of youth in this area. Collaboration between all entities, tribal and non-tribal, will be key to the success of this diversion.

The Oglala Lakota Housing Authority currently has a multitude of prevention programming, locations in Martin and across the reservation and a plan to have Lakota Healing Ceremonies that enhance coping and life skills will be incorporated. In the wiping of tears ceremony, the Lakota acknowledge the pain and grief of trauma and loss. With this acknowledgement, we

have elders give words of encouragement and wipe the individuals down with their tears. The words of encouragement include telling them its ok to hurt and grieve but it is also a part of life and now we must learn to move forward.

C. ASSESSMENT OF DELINQUENCY RISK AND PROTECTIVE FACTORS

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

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

The Oglala Sioux Tribe Department of Corrections Kiyuska O'Tipi Reintegration

Center has shared data that highlights the need for preventative services for our youth.

In 2025, there were 229 youth detained, with 67% boys and 33% girls, and an average stay of 6.3 days incarcerated. This data actually shows the lowest numbers prior to COVID. In 2019 and 2018 the study numbers reflect over 600 youth being detained yearly.

4. Juvenile justice delinquency risk factors
 - a. Juveniles taken into custody in the community need resources that center around life skills, and our Lakota culture specifically, healing ceremonies. Our intent is to help continue our diversion program that utilizes cultural healing opportunities within our communities both on and off the reservation.

b. Top offenses for juveniles include alcohol and drug related charges such as disorderly conduct, theft, grand theft, and assault to others including our elders.

Offenses that are far from the teachings of our Lakota way of life.

c. Identify the top (2-5) delinquency risk factors and identify if they are related to the community, school, family, peers, individuals, or another source.

Risk factors include, limited or no support system beyond the school setting, peer pressure, dropout rates, and trauma within families.

5. Juvenile Justice Protective Factors

a. Identify protective factors and identify if they are related to the community, school, family, peers, individuals, or another source.

Protective factors are directly related to the Lakota culture and will include ceremonies lead by elders and spiritual leaders. These include the Inipi (Sweat ceremony); calling the spirit back; naming ceremony, wiping of tears, and life mapping.

b. Which protective factors correlate with the identified top delinquency risk factors?

The correlation of the delinquency risk factors and the protective factors support the theme of historical trauma, unresolved grief and loss of culture and identity. The preventative work we propose will definitely show a huge decrease in data for youth incarceration.

D. IDENTIFICATION OF AVAILABLE RESOURCES AND GAPS

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

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

The expansion of diversion practices and the Juvenile Detention Alternative Initiative (JDAI) onto the Pine Ridge Reservation and neighboring Bennett County will continue to be beneficial for the well-being of Native American youth. The diversion coordinator position and the expansion of diversion practices on the reservation will empower the tribal community to serve their youth utilizing culturally appropriate resources and support. The implementation of these practices will bolster the relationship between tribal and state jurisdictions as the diversion coordinator will work with Native youth on the reservation as well as Native youth in Bennett County. The Oglala Lakota Housing Authority has committed to providing intervention and preventative programming, ensuring a connection to cultural resources for the Native American youth population on the reservation and in Bennett County. Grant monies from the Unified Judicial System will be utilized to bring an indigenous expert to work with the tribe to provide technical assistance. Technical assistance will include forming state-developed diversion practices to the specific needs and culturally informed ways of the Oglala Lakota Tribe. Most youth served with this project will be Native American and recognizing culture is strength, a large focus of the programming will be grounded in culturally sensitive curriculum such as the SAMSHA Native American Prevention Life Mapping. The diversion program provides transportation to youth and families for ceremonies and offer incentives to attend these important life milestones. The program also works with partner organizations in Rapid City like I.am.Legacy and Oyate Court and local partners such as the Oglala Lakota Health Administration to provide culturally restorative practices for youth when appropriate. There is a plan for OLHA to have SD Community Health Work staff to enhance this community work and support the strategic plan for supportive housing. SDCHW focuses on targeted case management for youth in diversion and reimburses youth case management.

E. STRATEGY FOR IMPLEMENTATION

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

1. Mobilizing the community to assume responsibility for the activities outlined in the application;
2. Obtaining resources to aid in implementing the chosen plan;
3. Coordinating the implementation of the chosen plan; and
4. Sustaining the plan following funding under this subgrant.

1. We have strong partners identified such as the schools, the court, JDC, elders, and our tribal alcohol program that provides treatment options for families on the Pine Ridge reservation.

2. Obtaining resources to aid in implementing the chosen plan;

We will provide access to cultural healing activities as well as referrals to counseling services and treatment plans within our communities. We will honor each youth's belief on healing whether it be through our culture or another model. Our emphasis will value individual plans and compliment the diversion work of the state. We will be innovative and youth driven to compliment accepting responsibility and giving back to the community as a tribal member.

3. Coordinating the implementation of the chosen plan;

Coordinating the implementation of the chosen plan will include community support through the OLHA goal of building safe communities. Data keeping and case management notes will be vital for our program sustainability. We will follow up on youth and families as an investment into our communities and overall healing for our communities.

4. Sustaining the plan following funding under this subgrant.

a. The State/Tribal Youth Diversion Coordinator will participate in monthly diversion, and JDAI coordinator calls during the grant period.

- b. The Diversion Coordinator will hold at least quarterly meetings with OST stakeholders and Bennett stakeholders to explore other diversion options, referral sources, and alternatives to detention.
- c. The Diversion Coordinator will hold at least 3 Youth Justice 101 meetings during the grant cycle in collaboration with the Unified Judicial System and the Tribal technical assistance work group.
- d. The Diversion Coordinator will attend a Healing to Wellness Court Conference in August 2027
- e. The Diversion Coordinator will continue to identify gaps in services and other curriculum/best practices that will benefit youth at risk.
- f. The Diversion Coordinator will continue to track and enhance data collection capabilities through the grant period.
- g. The Diversion Coordinator will participate in local state and tribal government meetings when necessary to promote youth justice work and create a sense of urgency for sustainability after the grant period ends.
- h. The Diversion Coordinator will continue to participate in monthly Tribal JDAI calls to promote the Tribal/state JDAI model and offer technical assistance to other tribes as needed.

F. PROJECT PERFORMANCE MEASURES AND EVALUATION

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

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

1. Ability to collect data from public institutions and record data in a spreadsheet; and
2. Ability to collect and provide juvenile specific information.

1. The Oglala Lakota Housing Authority utilizes the HIS system that keeps data on each client. The data includes census reports, cumulative and summary of services youths are referred to. We will also set up MOUs with our tribal JDC program and the local schools for updates and reports on youth not in school or youth that are detained.
2. The Diversion Coordinator will work in conjunction with the state Coordinator and tribal technical assistance to collect state juvenile data from Bennett County. The Diversion Coordinator will work with the tribal youth detention center to gather all tribal detention data and the tribal attorney general's office for all tribal youth arrest data. This data will be shared at least twice annually with Bennett County and tribal leadership to help form decision making and policy related to juveniles in the state or tribal court system.

G. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

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

H. TARGET POPULATION

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

Target Population Details (Place an "X" in the box to the <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			Suburban	
X	Black/African American		Repeat Offenders		X	Tribal	
X	Hispanic or Latino (of any race)		Sex Offenders			Urban	
X	Other Race		Status Offenders		Age:		
X	White/Caucasian		Violent Offenders		X	Under 11	
Sex:		Referral Source:			X	12-13	
X	Female	X	School	X	Court System	X	14-15
X	Male	X	State's Attorney		Other	X	16 -18

I. SUSTAINABILITY/FUTURE FUNDING PLAN

As with all grants, funding cannot be guaranteed each year, the budget may be smaller from year to year, the grant process may become competitive, and/or federal requirements may change. Explain

how your project would be supported if your Tribe is not awarded NAP funds in future funding years.

With the collaboration between Bennett County and the Oglala Sioux Tribe, this project will be sustainable through funding from both county and tribal budgets. Like other diversion positions across the state, communities often see the financial benefits after the first few project years. Less youth in the court system will mean more resources to support programs like this. Data tracking and analysis will be important for this project to ensure that stakeholders see the community's impact and commit to funding in the future. Currently, the Oglala Lakota Housing Authority does have limited funding to support this grant. This grant funding will work well to support resources and programming for the diversion program.

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 Aliiwe-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 Haggar, Minnehaha County States Attorney;
Cindy Heiberger, Former Minnehaha County Commissioner;
Doug Hermann, 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 obligate and expend the grant amount within the subgrant award period.
3. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
4. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
5. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

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

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

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

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

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

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

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

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

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

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

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

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

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

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

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

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.

10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

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

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

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

Original Signatures are Required

Chief Executive Officer

Name Carrie Rowland

Title CEO

Address 4 SuAnne Center Drive

City/State/Zip Pine Ridge, SD 57770

E-mail *Carrie@oslh.org*

Phone 605-867-5161

Fax

Signature

Carrie Rowland

Date

6/18/26

B. Project Director

Name Tamera Marshall

Tamera Marshall

Title Youth Diversion Coordinator

Address

City/State/Zip

E-mail *tamera.marshall@outlook.com*

Phone 605-646-5873

Fax

Signature

Date

June 18, 2026

C. Financial Officer

Name Michelle Belt

Title OLHA Chief Finance Officer

Address

City/State/Zip

E-mail *Michelle.Belt@oslh.org*

Phone 605-867-5161

Fax

Signature

Michelle Belt

Date

6/18/26

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
Support Letter BCSAO
Attachment 2
Support Letter OLHA
Attachment 3
Kiyuksa O'Tipi Reintegration Center
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE



OFFICE OF THE BENNETT COUNTY STATE'S ATTORNEY

State's Attorney Sarah E. Harris

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

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

June 11, 2026

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

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

Dear Council:

As a member of the Oglala Sioux Tribe/Bennett County Juvenile Justice Community Advisory Committee, I am writing this letter of support for the continuation of the OST/Bennett County Youth Diversion Program that is run by JDAI/Diversion Coordinator, Tamara Marshall and funded through SD DOC. This program has been funded since June 2022 and has been a great resource to these communities. This program is increasing detention alternatives for the Oglala Sioux Tribe and Bennett County youth, in reducing racial and ethnic disparities in the juvenile justice system, in minimizing re-arrest of juvenile's offenders, and enhancing access to cultural healing programs for youth living on tribal and non-tribal land.

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

I believe that this grant has made a difference for the youth of the Oglala Sioux Tribe and Bennett County. In the four years that this program has been running, Bennett County has referred juveniles through the program and of those juveniles have successfully completed the program. This program has been a positive improvement for this community, and we thank you for your consideration and favorable support.

Best Regards,

Sarah E. Harris

Sarah E. Harris
Bennett County State's Attorney



**O.S.T. DEPARTMENT OF CORRECTIONS
KIYUKSA O'TIPI REINTEGRATION CENTER
INMATE STATISTIC 2025**



2025 January		2025 May		2025 September	
Total prisoner days	334	Total prisoner days	295	Total prisoner days	239
Avg. stay per inmate(days)	13	Avg. stay per inmate(days)	11	Avg. stay per inmate(days)	11
Daily average booked	1	Daily average booked	1	Daily average booked	1
Daily average confinement	10	Daily average confinement	8	Daily average confinement	7
Total male admitted	23	Total male admitted	18	Total male admitted	11
Total Female admitted	2	Total Female admitted	8	Total Female admitted	10
Total youth admitted	25	Total youth admitted	18	Total youth admitted	21
Total youth released	33	Total youth released	22	Total youth released	20
2025 February		2025 June		2025 October	
Total prisoner days	178	Total prisoner days	187	Total prisoner days	0
Avg. stay per inmate(days)	7	Avg. stay per inmate(days)	8	Avg. stay per inmate(days)	0
Daily average booked	1	Daily average booked	1	Daily average booked	0
Daily average confinement	6	Daily average confinement	9	Daily average confinement	0
Total male admitted	13	Total male admitted	15	Total male admitted	0
Total Female admitted	11	Total Female admitted	8	Total Female admitted	0
Total youth admitted	24	Total youth admitted	23	Total youth admitted	0
Total youth released	19	Total youth released	28	Total youth released	0
2025 March		2025 July		2025 November	
Total prisoner days	213	Total prisoner days	197	Total prisoner days	0
Avg. stay per inmate(days)	8	Avg. stay per inmate(days)	6	Avg. stay per inmate(days)	0
Daily average booked	1	Daily average booked	1	Daily average booked	0
Daily average confinement	6	Daily average confinement	6	Daily average confinement	0
Total male admitted	15	Total male admitted	23	Total male admitted	0
Total Female admitted	11	Total Female admitted	11	Total Female admitted	0
Total youth admitted	26	Total youth admitted	34	Total youth admitted	0
Total youth released	25	Total youth released	28	Total youth released	0
2025 April		2025 August		2025 December	
Total prisoner days	258	Total prisoner days	189	Total prisoner days	0
Avg. stay per inmate(days)	8	Avg. stay per inmate(days)	10	Avg. stay per inmate(days)	0
Daily average booked	1	Daily average booked	1	Daily average booked	0
Daily average confinement	8	Daily average confinement	6	Daily average confinement	0
Total male admitted	20	Total male admitted	16	Total male admitted	0
Total Female admitted	11	Total Female admitted	3	Total Female admitted	0
Total youth admitted	31	Total youth admitted	19	Total youth admitted	0
Total youth released	30	Total youth released	24	Total youth released	0
Daily average booked	0.8	Total prisoner days	2080	Total Personal visitors allowed	0
Daily avg confinement	6	Avg stay per inmate days	6.3	Total Legal Visits allowed	0
Total males admitted	154	Total human service ref.	0	Total Released	229
Total females admitted	75	Total inmates to P.H.S.	0	Total inmates telephonic court	0
GRAND TOTAL:	229	Total Phone calls allowed	0	Total inmates Court transport	0

Raquel Salomon

RAQUEL SALOMON - FACILITY ADMINISTRATOR

1/5/2026

DATE:



**O.S.T. DEPARTMENT OF CORRECTIONS
KIYUKSA O'TIPI REINTEGRATION CENTER
INMATE STATISTIC 2024-2025**



2024 October		2025 February		2025 June	
Total prisoner days	294	Total prisoner days	178	Total prisoner days	187
Avg. stay per inmate(days)	8	Avg. stay per inmate(days)	7	Avg. stay per inmate(days)	8
Daily average booked	1	Daily average booked	1	Daily average booked	1
Daily average confinement	10	Daily average confinement	6	Daily average confinement	9
Total male admitted	28	Total male admitted	13	Total male admitted	15
Total Female admitted	8	Total Female admitted	11	Total Female admitted	8
Total youth admitted	36	Total youth admitted	24	Total youth admitted	23
Total youth released	32	Total youth released	19	Total youth released	28
2024 November		2025 March		2025 July	
Total prisoner days	258	Total prisoner days	213	Total prisoner days	197
Avg. stay per inmate(days)	11	Avg. stay per inmate(days)	8	Avg. stay per inmate(days)	6
Daily average booked	1	Daily average booked	1	Daily average booked	1
Daily average confinement	13	Daily average confinement	6	Daily average confinement	6
Total male admitted	15	Total male admitted	15	Total male admitted	23
Total Female admitted	9	Total Female admitted	11	Total Female admitted	11
Total youth admitted	24	Total youth admitted	26	Total youth admitted	34
Total youth released	24	Total youth released	25	Total youth released	28
2024 December		2025 April		2025 August	
Total prisoner days	300	Total prisoner days	197	Total prisoner days	189
Avg. stay per inmate(days)	12	Avg. stay per inmate(days)	8	Avg. stay per inmate(days)	10
Daily average booked	1	Daily average booked	1	Daily average booked	1
Daily average confinement	9	Daily average confinement	8	Daily average confinement	6
Total male admitted	20	Total male admitted	20	Total male admitted	16
Total Female admitted	5	Total Female admitted	11	Total Female admitted	3
Total youth admitted	25	Total youth admitted	31	Total youth admitted	19
Total youth released	21	Total youth released	30	Total youth released	24
2025 January		2025 May		2025 September	
Total prisoner days	334	Total prisoner days	295	Total prisoner days	239
Avg. stay per inmate(days)	13	Avg. stay per inmate(days)	11	Avg. stay per inmate(days)	11
Daily average booked	1	Daily average booked	1	Daily average booked	1
Daily average confinement	10	Daily average confinement	8	Daily average confinement	7
Total male admitted	23	Total male admitted	18	Total male admitted	11
Total Female admitted	2	Total Female admitted	8	Total Female admitted	10
Total youth admitted	25	Total youth admitted	26	Total youth admitted	21
Total youth released	33	Total youth released	22	Total youth released	20
Daily average booked	1.0	Total prisoner days	2681	Total Personal visitors allowed	73
Daily avg confinement	8	Avg stay per inmate days	8.7	Total Legal Visits allowed	39
Total males admitted	217	Total human service ref.	42	Total inmates released	278
Total females admitted	97	Total inmates to P.H.S.	74	Total inmates telephonic court	236
GRAND TOTAL:	314	Total Phone calls allowed	1677	Total inmates Court transport	89

Raquel Salomon

RAQUEL SALOMON - FACILITY ADMINISTRATOR

10/8/2025

DATE: