

2021

NORTH DAKOTA
SUICIDE PREVENTION GRANT

PROPOSAL GUIDANCE



TABLE OF CONTENTS

Funding Opportunity Description	1
Eligible Applicants	1
Grant Goals	1
Contract Dates	2
Expectations/Scope of Work.....	2
Funding Availability and Distribution.....	2
Submission Information and Dates	3
Deadline for Submission.....	3
Review Process	3
Contact Information	3
Proposal Content Requirements.....	4
Evaluation Criteria and Scoring.....	5

FUNDING OPPORTUNITY DESCRIPTION

ELIGIBLE APPLICANTS

Eligible applicants for this 2021 Suicide Prevention Grant Program include:

- Local government organizations
- Community nonprofit or private organizations
- Tribal nations

GRANT GOALS

The purpose of the 2021 North Dakota Suicide Prevention Grant Program is to support the implementation of prevention efforts aimed at decreasing risk factors and increasing protective factors for groups identified as high-risk for suicide.

These groups include:

- American Indians (all age-groups)
- LGBTQ (all age-groups)
- military/veterans and their family members (all age-groups)
- young adults (age 15-24)
- survivors of suicide loss, suicide attempt survivors
- any group identified as high-risk by community data

In addressing risk and protective factors, grant program funds will be used for four primary prevention strategies: planning, awareness, training, and engagement.

Grantees may apply for funding for one or multiple of the strategies outlined below. Each strategy that grantees apply for must have a separate proposal that addresses Sections A-D of the evaluation criteria.

1. Planning or implementation of suicide prevention strategies
 - For example, utilizing certified peer support specialists to help support survivors of suicide loss or suicide attempt survivors. Both are at an increased risk of suicide, and peer support specialists—those with lived experience—has been shown as an effective protective factor.
2. Awareness and/or media campaigns
 - For example, implementing the ND Behavioral Health's Help is Here campaign or other evidence-based media campaigns.
3. Relevant trainings for community members, staff, or healthcare providers
 - For example, best practice trainings include:
 - Mental Health First Aid (Youth or Adult) classes
 - Preventing Adverse Childhood Experiences (ACEs) modules
 - Counseling on Access to Lethal Means (CALM) course
 - Sources of Strength train the trainer or adult advisor course
 - Assessing and Managing Suicide Risk (AMSR)
4. Engagement of stakeholders to further community prevention efforts
 - For example, identifying partnerships within the community and integrating suicide prevention efforts into existing local behavioral health coalitions.

Strategies are required to be evidence-based.

CONTRACT DATES

The contract will run from March 12, 2021 to June 30, 2021.

Extension Option: STATE reserves the right to extend the Grant for an additional period of time, not to exceed 12 months, beyond the current termination date of the Grant.

Renewal Option: STATE may renew the contract upon satisfactory completion of the initial contract term. STATE reserves the right to execute up to two options to renew the contract under the same terms and conditions for a period of 12 months each.

EXPECTATIONS/SCOPE OF WORK

Grantee shall implement evidence-based strategies addressing suicide related attempts and deaths through prevention as identified in the submitted application.

Grantee shall make any necessary project modifications as deemed necessary by STATE.

Grantee shall provide services in a manner that is recovery-oriented, trauma-informed, and person-centered.

Grantee shall coordinate with other STATE-funded grant recipients and existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources.

Grantee shall submit monthly reports to STATE by the 10th of each month (unless otherwise directed), which may include:

- Project performance; implementation status
- Achievements and barriers
- Any changes to local strategy implementation
- Process and outcome measures

Grantee shall participate in training and technical assistance provided by STATE.

Grantee shall follow all STATE standard funding restrictions.

Grantee shall ensure third party and other revenue realized from the provision of services to the extent possible and use grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

Grantee shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

- *This effort is associated with North Dakota's State Suicide Prevention Program, funded by the State of North Dakota and administered through the Department of Human Services (DHS), Behavioral Health Division (BHD).*

FUNDING AVAILABILITY AND DISTRIBUTION

The total available funding for this grant is approximately \$750,000. STATE anticipates making up to 19 awards or less if one or more applicants are approved for multiple strategies.

The funds will be distributed as follows:

- Five (5) awards each not to exceed \$45,000: planning
- Five (5) awards each not to exceed \$20,000: awareness/media
- Four (4) awards each not to exceed \$50,000: training
- Five (5) awards each not to exceed \$45,000: engagement

SUBMISSION INFORMATION AND DATES

DEADLINE FOR SUBMISSION

Applicants must submit proposals by March 5, 2021, at 4pm CST to Moriah Opp at mopp@nd.gov.

REVIEW PROCESS

Submitted proposals will be reviewed by STATE. Allow up to one week following the application deadline for notice of award.

CONTACT INFORMATION

Please contact Moriah Opp, Suicide Prevention Administrator, at mopp@nd.gov with any questions.

PROPOSAL CONTENT REQUIREMENTS

COVER LETTER OF INTENT INCLUDING:

- Organization Name
- Address
- Contact Person Name
- E-mail
- Phone number
- Attach organization's W-9

NARRATIVE

Section A: Need

- Describe the problem and need for suicide prevention in your community, including data (e.g. prevalence, gaps in service).

Section B: Capacity and Experience

- Describe your organization's current capacity to implement suicide prevention efforts.
- Describe the personnel that will be used to support these grant activities.
- Describe partners and stakeholders in the community who will be involved in the implementation of this grant.
- Describe your organization's experience with implementing suicide prevention strategies, include any process and outcome data as relevant.

Section C: Plan

- Identify the strategy(ies) your organization plans to implement (Planning, Awareness/Media, Training, Engagement).
- Illustrate how the strategy(ies) are evidence-based. Visit the Suicide Prevention Resource Center (www.sprc.org) for information on evidence-based strategies.
- Describe partnerships you currently have or would seek to collaborate and how these collaborations would assist with implementation.

Section D: Evaluation

- Describe the process and outcome measures or assessments that will be utilized for each of the strategies you are proposing to implement.

BUDGET

Include a detailed budget for each strategy(ies) your organization submits a proposal for. Each budget submitted shall not exceed the dollar amount listed in the Funding Availability and Distribution section above. Please note, the budget will not be scored to determine awards.

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THE PROPOSAL IS 100

Please note grantees may apply for funding for one or multiple of the strategies. Each strategy that grantees apply for must have a separate proposal that addresses Sections A-D of the evaluation criteria.

SECTION A: NEED

Twenty (20) of the total possible points will be assigned to this criterion.

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

Proposal will be evaluated against the question set out below. Do not assign points to the individual question; instead, award a total score for each evaluation criterion.

- A) How well did the applicant describe the problem and need for suicide prevention in their community? Data should be included to demonstrate (e.g. prevalence, gaps in service).

SECTION B: CAPACITY AND EXPERIENCE

Twenty (20) of the total possible points will be assigned to this criterion.

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

Proposal will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

- A) How well did the applicant describe their current capacity and ability to implement their proposed strategy or strategies?
- B) How well did the applicant describe the individuals who would be working on this project and their estimated level of effort for this project?
- C) How well did the applicant describe partnerships they currently have or would seek to collaborate and how these collaborations would assist them with implementation?
- D) How well did the applicant describe previous grant work, working with state- and federal (if applicable)-funded grants?
- E) How well did the applicant describe their process and outcome measures collected during previous grant work?

SECTION C: PLAN

Forty (40) of the total possible points will be assigned to this criterion.

Rating Scale (40 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-9	Fair. Limited applicability
10-19	Good. Some applicability
20-30	Very Good. Substantial applicability
31-40	Excellent. Total applicability

Proposal will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

- A) How well did the applicant identify the strategy(ies) their organization plans to implement (Planning, Awareness/Media, Training, Engagement)?
- B) Did the applicant illustrate evidence-based strategy(ies)? Did they cite a reputable source for the strategy? (Suicide Prevention Resource Center (www.sprc.org))
- C) How well did the applicant describe partnerships they currently have or would seek to collaborate and how these collaborations would assist them with implementation?

SECTION D: EVALUATION

Twenty (20) of the total possible points will be assigned to this criterion.

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

Proposal will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

- A) Did the applicant clearly identify one or more of the 4 strategies (Planning, Awareness/Media, Training, Engagement)?

- B) How well did the applicant describe the current data and the outcome measures that will be assessed?

Evaluation Summary

Name of Applicant:						
Date:						
Technical Evaluation Criteria	100 POINT Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
Need	20					
Capacity and Experience	20					
Plan	40					
Assessment	20					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (100 POINT Maximum).				

ATTACHMENT A

SAMPLE GRANT AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (Grantor), has determined the services identified in the Scope of Service paragraph below form an appropriate basis for the expenditure of funds allocated to Grantor.

{Grantee} (Grantee), {Address}, {City}, {State} {Zip}, proposes to provide those services.

Grantor and Grantee therefore enter into the following:

1. TERM OF GRANT

This Grant runs from March 12, 2021, through June 30, 2021.

a. No Automatic Renewal

This Grant will not automatically renew.

b. Extension Option

Grantor reserves the right to extend the Grant for an additional period of time, not to exceed 12 months, beyond the current termination date of the Grant.

c. Renewal Option

Grantor may renew this Grant upon satisfactory completion of the initial Grant term. Grantor reserves the right to execute up to two options to renew this Grant under the same terms and conditions for a period of 12 months each.

2. SCOPE OF SERVICE

Grantee shall support the implementation of prevention efforts aimed at decreasing risk factors and increasing protective factors for identified high-risk demographic groups for suicide as outlined in Grantor's 2021 Suicide Prevention Grant Proposal Guidance and Grantee's proposal, dated _____, which are both made a part of this Grant by their reference here.

3. COMPENSATION

Grantor, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by Grantor, shall reimburse Grantee for allowable expenses incurred. "Allowable expenses" are defined by the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards cited under Section 11 of this Grant. The total amount paid under this Grant may not exceed \${Total Dollar Amount}. No funds will be paid for services until they have been provided. Grantee shall submit its request for reimbursement to Grantor

monthly. Grantee shall submit its final reimbursement request to Grantor no later than 30 days after the expiration or termination of this Grant. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the 2 CFR Part 200 Informational Guide, which is made a part of this Grant by its reference here.

Payment for services under this Grant may include federal monies. Anticipated funding at the time this Grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting DHS' Fiscal Administration Division.

Anticipated Funding:

Federal	\$	State	\$
Other	\$	Unknown	\$

Catalog of Federal Domestic Assistance Number {CFDA NUMBER}, {FEDERAL DEPARTMENT FOUND ON CFDA LIST OR WEBSITE}.

Federal Award Identification Number: {FAIN NUMBER}

Federal Award Date: {AWARD DATE}

Data Universal Numbering System Number: {DUNS NUMBER}

This award is not for Research and Development.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Grant may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Termination for Lack of Funding or Authority

Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.

- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Grant under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause

Grantor may terminate this Grant effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- 1) If Grantee fails to provide services required by this Grant within the time specified or within any extension agreed to by Grantor; or
- 2) If Grantee fails to perform any of the other provisions of this Grant, or so fails to pursue the work in a way that endangers performance of this Grant in accordance with its terms.

The rights and remedies of Grantor provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

5. NONPERFORMANCE

Failure by Grantee to perform the terms of this Grant constitutes a breach of contract and will result in the termination of the Grant. If a breach by Grantee renders the Grant impossible of performance by Grantee and is caused by circumstances beyond the control of Grantee, and through no fault of Grantee, the Grant will be terminated and Grantor may set off, against any liability or obligations owed to Grantee under this Grant or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Grantee shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Grantee's reasonable control, and Grantee gives notice to Grantor immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this Grant is a one-time grant, and acknowledges that it has received no assurances that this Grant may be extended beyond its expiration date.

8. GRANTEE ASSURANCES

Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances found in Attachment A, which is part of this Grant.

9. AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor. Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this Grant, and incorporates this Grant, together with its attachments as appropriate. Grantee agrees to be solely responsible for the performance of any subcontractor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

10. INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this Grant. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out Grantee's activities and responsibilities under this Grant.

11. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal funds (when considering all sources) during Grantee's fiscal year at the amount specified in 2 CFR Part 200 Uniform Grant Guidance, which is made a part of this grant by reference here, that CFR must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156.

Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations from the 2 CFR Part 200 Informational Guide.

12. RETENTION OF RECORDS

Grantee agrees to retain records for at least three years following completion of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors and Grantee must be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

13. CONTINGENT LIABILITY

During the term of this Grant, and for three years after this Grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this Grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this Grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

14. INDEMNITY

Grantee agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative, and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Grantee to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Grantee also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Grantee in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Grant.

15. INSURANCE

- a. Grantee shall secure and keep in force during the term of this Grant and Grantee shall require all subcontractors, prior to commencement of an agreement between Grantee and the subcontractor, to secure and keep in force during the term of this Grant, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
 - 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
 - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Grant.
- b. The insurance coverages listed above must meet the following additional requirements:
 - 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee.

- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The duty to defend, indemnify, and hold harmless the State under this Grant shall not be limited by the insurance required in this Grant.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies.
- 5) The insurance required in this Grant, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative; and
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
- 1) The Grantee shall furnish a certificate of insurance to the undersigned Grantor representative prior to commencement of this Grant. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy. All endorsements shall be provided as soon as practicable.
- 2) Failure to provide insurance as required in this Grant is a material breach of contract entitling Grantor to terminate this Grant immediately.

16. NOTICE

Any notice or other communication required under this Grant must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

{Grantee} {Address} {City}, {State}, {Zip}	OR	ND Department of Human Services Behavioral Health Division 600 E. Boulevard Ave, Dept 325 Bismarck, ND, 58505
--	----	--

Notice provided under this provision does not meet the notice requirements for monetary claims against Grantor found at North Dakota Century Code § 32-12.2-04.

17. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Grant, including the following documents, constitutes the entire Grant between Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this Grant. No alteration, amendment, or modification of this Grant is effective unless it is reduced to writing, signed by the parties, and attached to the Grant.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Grant, the documents must control in this order of precedence:

- a. The terms of this Grant as may be amended;
- b. Grantor's 2021 Suicide Prevention Grant Proposal Guidance;
- d. Grantee's proposal, dated _____, in response to Grantor's 2021 Suicide Prevention Grant Proposal Guidance.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Grant.

If any inconsistency exists between this Grant and other provisions of collateral contractual grants which are made a part of this Grant by reference or otherwise, the provisions of this Grant control.

18. SEVERABILITY

If any term of this Grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Grant does not contain the illegal or unenforceable term.

19. APPLICABLE LAW AND VENUE

This Grant is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Grant must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

20. ASSIGNMENT

Neither party may assign this Grant or the party's rights under this Grant without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Grant is equally binding on the respective parties and their successors and assigns.

21. SPOILIATION – PRESERVATION OF EVIDENCE

Grantee shall promptly notify Grantor of all potential claims that arise or result from this Grant. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect the evidence, including the scene of an accident.

22. WORKS FOR HIRE

Grantee acknowledges that all work(s) under this Grant is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Grantor all rights and interests Grantee may have in the work(s) it prepares under this Grant, including any right to derivative use of the work(s). All software and related materials developed by Grantee in performance of this agreement for Grantor shall be the sole property of Grantor, and Grantee hereby assigns and transfers all its right, title, and interest therein to Grantor. Grantee shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

23. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this Grant belong to Grantor and must be delivered to Grantor at Grantor's request upon expiration or termination of this Grant.

24. CONFIDENTIAL INFORMATION

Grantee shall not use or disclose any information it receives from Grantor under this Grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant or as authorized in advance by Grantor. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in N.D.C.C. § 44-04-18. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant, including any extensions or renewals.

25. COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that, except for disclosures prohibited in this Grant, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this Grant, except for records that are confidential under this Grant, may be open to the public upon request under certain circumstances under the North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and to comply with Grantor's instructions on how to respond to the request.

26. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this Grant, and Grantor is the prevailing party, Grantee shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit except when prohibited by N.D.C.C. § 28-26-04.

27. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

Grantor does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

28. NONDISCRIMINATION – COMPLIANCE WITH LAWS

Grantee shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Grantee shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Grantee also shall have and keep current at all times during the term of this Grant all licenses and permits required by law.

29. DIRECT AND INDIRECT RATES

The terms of this Grant provide for an indirect rate. This rate is limited to the rate negotiated for the time frame the direct expenditures were incurred, which is ____%. Grantee may claim such direct and indirect costs provided they are consistent with the 2 CFR Part 200 Informational Guide.

OR

29. DIRECT AND INDIRECT RATES

The terms of this Grant do not provide for an indirect rate. Grantee may claim direct costs provided they are consistent with the 2 CFR Part 200 Informational Guide.

{GRANTEE}

By _____ DATE

Its _____

{ID number or social security number}
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ DATE _____
CHRISTOPHER D. JONES
EXECUTIVE DIRECTOR

By _____ DATE _____
KYLE J. NELSON
CONTRACT OFFICER
Approved for form and content

GRANTEE ASSURANCES

- A. In connection with furnishing supplies or performing work under this Grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Grant, including the following: Fair Labor Standards Act, the North Dakota Human Rights Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.
- B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this Grant.
- C. By signing this Grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with state or federal government by any department or agency of the state or federal government.
- D. Grantee must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by N.D.C.C. § 54-44.4-09.
- E. Grantee assures that:
 - 1) No Federal funds from this Grant will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.