

**DEPARTMENT OF HUMAN SERVICES  
NORTH DAKOTA STATE COUNCIL ON DEVELOPMENTAL  
DISABILITIES  
600 EAST BOULEVARD AVENUE, DEPT. 325  
BISMARCK ND 58505-0250**

**APPLICATION FOR FINANCIAL ASSISTANCE**

**GRANT APPLICATION for FUNDING YEAR 2012**

**SOLICITATION NUMBER: 325-11-21-057**

**DATE OF ISSUE: May 26, 2011**

Purpose of Grant Application: Requesting grant applications for financial assistance from organizations to provide services and conduct projects within areas of emphasis for individuals with developmental disabilities.

Procurement Officer: Andrea Peña, Executive Director

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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01 Background**

The mission of the North Dakota State Council on Developmental Disabilities (NDSCDD) is to advocate for policy changes that promote choice, independence, productivity and inclusion for all North Dakotans with developmental disabilities. NDSCDD supports projects and activities that maximize opportunities for individuals with developmental disabilities and their families.

Through the North Dakota Department of Human Services, NDSCDD is soliciting grant applications for financial assistance to provide services and conduct activities within emphasis areas for individuals with developmental disabilities. The emphasis areas are: Community Supports; Quality Assurance; Education and Early Intervention; Employment; Child Care; Transportation; Health; and Housing. Funding to support projects will be approved as allocated to the state by the U.S. Department of Health and Human Services under Public Law 106-402, the Developmental Disabilities Act Basic State Grant Program.

NDSCDD intends to enter into contracts with organizations in North Dakota for the period beginning October 1, 2011, and ending September 30, 2012. It is anticipated \$350,000 to \$400,000 will be available to contract for these services and activities, dependent upon Congressional appropriations. Funding of all projects are pending state plan approval and approval of 2012 federal funds.

### **1.02 Grant Application Process**

Applicants must complete this proposal using the NDSCDD's Application for Financial Assistance (SFN 1196 Rev. 5-2011). An SFN 1196 e-form is available online at <http://www.nd.gov/eforms/Doc/sfn01196.pdf>. Using the completed Application for Financial Assistance as a cover sheet, attach subsequent typewritten narrative for the proposed project. The application is the document on which the grant request is made. Please carefully follow the attached instructions. The entire project narrative shall be clearly written and may not be more than ten (10) pages in length. Please include page numbers at the bottom of each page for the project narrative piece. Do not count the application cover page as one of the ten (10) pages. The project narrative must include sections 14.1-14.11 of the application.

In addition to the application, the applicant shall comply with the following terms and conditions:

1. Non-federal cash or in-kind match of 25 percent of total project costs must be contributed to the project by the applicant.

2. Successful applicants approved for funding shall conduct random sample consumer satisfaction surveys of the recipients of their services and survey results must be reported to NDSCDD annually.
3. Semi-annual and annual narrative reports will be due to NDSCDD, as requested by the executive director.
4. NDSCDD will not contract with any applicant who has an outstanding balance of monies owed under any previous contract with NDSCDD.
5. Contracts and funds for projects and services approved by NDSCDD are contingent upon federal Administration on Developmental Disabilities (ADD) approval of North Dakota's fiscal year 2012 P.L. 106-402.
6. All applications must comply with P.L.106-402 including the maintenance of individual basic data files, client eligibility, maintenance of records, and civil rights compliance.
7. NDSCDD reserves the right to negotiate contracts at a lower cost.
8. If applicant's budget includes indirect costs, they must be limited to 8%. Any indirect costs over 8% can be used for match. If indirect costs are included, applicant shall submit a copy of the current approved Indirect Cost Rate Agreement or Cost Allocation Plan to the Department of Human Services, Fiscal Administration Division for review and approval. Items included in applicant's indirect rate cannot be duplicated in other budget line items.
9. Additional appropriate federal Administration on Developmental Disabilities performance measures may be required by NDSCDD for reporting purposes, subsequent to application submission and grant approval.
10. Applicants requesting funds from NDSCDD for continuation of existing projects must report performance data for the current project period before any additional funds can be disbursed.
11. NDSCDD reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the solicitation and will not affect the application evaluations.
12. Subcontractors may be used to perform work under the contract to be entered as a result of this grant application. The substitution of one subcontract for another may be made only at the discretion and with prior written approval of NDSCDD's executive director. If an applicant intends to use subcontractors, the Applicant must identify in the application the names of the subcontractors and the portions of the work the subcontractors will perform.

### **1.03**

#### **Evaluation of Application**

Upon receipt of the grant applications, NDSCDD Executive Committee reviews and scores each application utilizing the Application Evaluation Form (See Attachment B). NDSCDD Executive Committee will make formal recommendations to the full council based on individual grant applicant scores. Following the Executive Committee's recommendations, NDSCDD schedules applicable applicant presentations during their September quarterly meeting, where applicants are invited to present their proposal to NDSCDD via a 15 minute oral presentation. Following all applicant presentations, NDSCDD votes on funding for each application utilizing the scores from the Application Evaluation Forms (Attachment B).

### **1.04**

#### **Required Enclosures**

An applicant's failure to provide all documents and information specifically required in this solicitation or an applicant's failure to sign the documents as required may cause the proposal to be determined nonresponsive and to be rejected.

All proposals will be reviewed to determine whether they are responsive to this solicitation. The procurement officer will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this solicitation. The evaluation will consider information obtained subsequent to any discussions with applicants determined to be reasonably susceptible for award and any demonstrations, oral presentations, or site inspections, if required in this solicitation.

### **1.05**

#### **Right of Rejection**

NDSCDD reserves the right to reject any application. Applications received from applicants determined to be debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this solicitation.

Applicants may not qualify the application nor restrict the rights of NDSCDD. If an applicant does so, the procurement officer may determine the application to be a non-responsive counter offer and the application may be rejected.

NDSCDD may waive minor informalities that:

- do not affect responsiveness.
- are merely a matter of form or format.
- do not change the relative standing or otherwise prejudice other offers.

- do not change the meaning or scope of the solicitation.
- are insignificant, negligible, or immaterial in nature.
- do not reflect a material change in the work.
- do not constitute a substantial reservation against a requirement or provision.

NDSCDD reserves the right to reject any application determined to be non-responsive, and to reject the proposal of an applicant determined to be not responsible. NDSCDD also reserves the right to refrain from making an award if it determines no award is in its best interest.

**1.06  
Contact Person, Telephone, and E-mail**

Procurement Officer: Andrea Peña  
 Phone Number: (701) 328-4847  
 TTY Users Call: 7-1-1 (Relay North Dakota)  
 E-mail: [apena@nd.gov](mailto:apena@nd.gov)

The procurement officer is the point of contact for this Grant Application. All applicant communications regarding this application must be directed to the procurement officer. The preferred method of communication is e-mail.

**1.07  
Schedule**

This schedule of events represents NDSCDD’s best estimate of the schedule that will be followed. The estimated schedule is as follows:

Schedule	Dates	Time (CT)
Issue Date	May 26, 2011	
Deadline for Receipt of Questions and Objections	June 17, 2011	5:00 pm
Questions, Objections, and Responses Issue Date	June 29, 2011	
Deadline for Receipt of Applications	July 15, 2011	5:00 pm
NDSCDD September Quarterly Meeting	September 15, 2011	
Notice of Intent to Award a Contract Issue Date	September 16, 2011	
Contract Start Date	October 1, 2011	

**1.08  
Assistance to Applicants with a Disability**

An applicant with a disability who needs an accommodation should contact the procurement officer prior to the Deadline for Receipt of Applications so reasonable accommodations can be made.

## 1.09

### Notice Provided

Notice of this solicitation is being provided through the following:

- North Dakota Department of Human Services  
Website: <http://www.nd.gov/dhs/info/publicnotice/index.html>
- North Dakota Office of Management and Budget, State Procurement Office  
Website: <http://www.nd.gov/spo/>
- Solicitation Notice Mailed (postal or electronic) to potentially interested parties

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09

## 1.10

### Deadline for Receipt of Questions and Objections

Applicants must carefully review this solicitation, the sample contract, and all other attachments for defects, or questionable or objectionable material. All questions must be in writing and directed to NDSCDD, addressed to the procurement officer, citing the Grant Application title and number or attachment section or sections. To allow sufficient time to respond or to issue any necessary amendment, the procurement officer must receive these questions by the Deadline for Receipt of Questions and Objections specified in 1.07 Schedule.

If a question can be answered by directing the applicant to a specific section of the grant application, sample contract, or other attachments, the procurement officer may provide a response to the question over the telephone. Oral communications are considered unofficial and non-binding on NDSCDD.

Questions, objections, and responses will be summarized into a solicitation amendment. Notice of the solicitation amendment will be provided through the Department of Human Services and the Office of Management and Budget websites as identified in 1.09 Notice Provided. The notice of solicitation amendment will be issued by the Questions, Objections, and Responses Issue Date specified in 1.07 Schedule.

## 1.11

### Deadline for Receipt of Grant Applications and Return Mailing Address

Applicants must complete this application using NDSCDD's Application for Financial Assistance (SFN 1196 Rev. 5-2011). An SFN 1196 e-form is available online at <http://www.nd.gov/eforms/Doc/sfn01196.pdf>. Applicants shall submit **three (3) single-sided, non-stapled**, paper copies (one with original signatures in **blue** ink) to the procurement officer listed below.

Packages containing applications must be clearly addressed as described below to ensure proper delivery. Packages must be addressed as follows:

- Andrea Peña, Procurement Officer  
North Dakota State Council on Developmental Disabilities  
North Dakota Department of Human Services  
Solicitation # 325-11-21-057  
600 East Boulevard Avenue Dept 325  
Bismarck ND 58505-0250

Applications must be received at the above address no later than the Deadline for Receipt of Applications specified in 1.07 Schedule. Applications may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

Applicants assume the risk of the method of dispatch chosen. NDSCDD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by NDSCDD. Applicant's failure to submit their application prior to the deadline will cause the application to be rejected. Late applications or amendments will not be accepted.

## **1.12**

### **Approved Applicant Registration Requirements**

Applications will be accepted from applicants who are not currently approved vendors on the State's bidders' list; however, the successful applicant must be eligible to, and will be required to, become approved prior to the contract start date. To become an approved vendor, an applicant must:

- 1) register with the North Dakota Secretary of State (fees apply), and
- 2) submit a completed Domestic Bidder List Application Substitute IRS Form W-9 (SFN 53655) to the North Dakota Office of Management and Budget, State Procurement Office.

Applicants may access the State's Vendor Registry to verify whether an applicant is currently an approved vendor on the State's bidders' list or may register on-line to become an approved vendor. The Vendor Registry may be accessed on-line at:

- North Dakota Office of Management and Budget, State Procurement Office  
Website: <http://www.nd.gov/spo/>  
For assistance contact: 701-328-2773 or [infospo@nd.gov](mailto:infospo@nd.gov)

The State's bidders' list that will be used for this solicitation is as follows:

- Commodity Code: 952  
Sub-Class: 13, 17, 25, 26, 28, 35, 39, 43, 51, 55, 59, 61, 62, 67, 68, 72, 76, 85, 90, 93, and 95

## **SECTION TWO TERMS AND CONDITIONS**

### **2.01**

#### **Standard Contract Provisions**

The successful applicant will be sent a contract to sign and return to NDSCDD. A sample contract is attached to this solicitation as Attachment E. The successful applicant shall comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the applicant's application. No alterations of these provisions will be permitted without prior written approval from NDSCDD. Applicants are instructed to contact the procurement officer in writing by the Deadline for Receipt of Questions and Objections set forth in 1.07 Schedule, with any concerns regarding the contract provisions.

### **2.02**

#### **Application as Part of the Contract**

Part or all of this application and the successful application may be incorporated into any contract entered as a result of this solicitation.

### **2.03**

#### **Taxes and Taxpayer Identification Number**

The successful applicant shall provide NDSCDD with a valid Vendor Taxpayer Identification Number as a provision of the contract entered as a result of this solicitation.

NDSCDD is not responsible for and will not pay local, state, or federal taxes. NDSCDD's sales tax exemption number is E-2001, and NDSCDD will furnish certificates upon request.

A successful applicant performing a contract for the State of North Dakota, including a service contract, is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out the contract. The successful applicant shall file tax returns and pay sales and use tax just as required for contracts with private parties.

A successful applicant performing a contract within North Dakota, including a service contract, is also subject to the corporate income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the successful applicant. In the case of an employee performing the services in the state, the successful applicant is required to withhold state income tax for employee compensation and remit to the state as required by law.

For more information visit the following website at:

- North Dakota Tax Department  
Website: <http://www.nd.gov/tax/>  
For assistance regarding sales and use tax, contact: 701-328-3470  
For assistance regarding income tax, contact: 701-328-3125

## **2.04**

### **Proposed Payment Procedures**

NDSCDD will issue payment within 30 days after receipt of the request for reimbursement and required reporting, except that no payment will be made until the reimbursement and reporting have been approved by NDSCDD.

NDSCDD will not make any advance payments before performance of services by the successful applicant under a contract entered as a result of this solicitation.

## **2.05**

### **Right to Inspect Place of Business**

NDSCDD may conduct site visits to the successful applicant's business which is related to the performance of the contract entered as a result of this solicitation. If NDSCDD makes an inspection, the successful offeror must provide reasonable assistance.

## **2.06**

### **Conflict of Interest**

Applicants shall disclose any instances where the applicant or any individual to be working for the applicant on the contract entered as a result of this solicitation has a possible conflict of interest, and the nature of that conflict (e.g. employed by the State of North Dakota). NDSCDD reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the applicant's proposal. NDSCDD's determination regarding any questions of conflict of interest is final.

## **2.07**

### **Applicant's Certification**

By signature on the proposal, an applicant certifies that it complies with:

- a) The laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) All applicable local, state, and federal laws, code, and regulations;
- d) The applicable portion of the Federal Civil Rights Act of 1964;
- e) The Equal Employment Opportunity Act and the regulations issued by the federal government;

- f) The Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) All terms, conditions, and requirements set forth in this solicitation;
- h) A condition that the proposal submitted was created independently, without collusion;
- i) A condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) A condition that the applicant or any individual to be working for the offeror on the contract entered as a result of this solicitation does not have an undisclosed possible conflict of interest (e.g. employed by the State of North Dakota).

If an applicant fails to comply with this paragraph, NDSCDD reserves the right to reject the application. If the applicant who is awarded the contract entered as a result of this solicitation award fails to comply with this paragraph, NDSCDD also reserves the right to terminate the contract, or consider the successful applicant in default.

## **2.08**

### **Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All applications and other material submitted become the property of NDSCDD and may be returned only at NDSCDD's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

For more information visit the following website at:

- North Dakota Office of the Attorney General  
Website: <http://www.ag.nd.gov/OpenRecords/ORM.htm>

After award, applications will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the requested information must be disclosed under the North Dakota open records law, and the request will be processed accordingly.

## **2.9**

### **Notice of Intent to Award**

After the completion of applicant evaluations the procurement officer will issue a written Notice of Intent to Award and send copies to all applicants. The Notice of Intent to Award will identify applications selected for awards. The scores and placement of other applicants will not be part of the Notice of Intent to Award.

The successful applicant named in the Notice of Intent to Award is advised not to begin

work, purchase materials, or enter into subcontracts relating to the project until both the successful applicant and NDSCDD sign the contract.

## **SECTION THREE ATTACHMENTS**

### **3.01**

Attachment A - NDSCDD Goals, Objectives, Implementation Activities, Timelines, Areas of Emphasis, Evaluation Outcomes and Methods

Attachment B - Application Evaluation Form

Attachment C - Grant Applicant Checklist

Attachment D - Sample Contract

## ATTACHMENT A

### NDSCDD Goals, Objectives, Implementation Activities, Timelines, Areas of Emphasis, Evaluation Outcomes and Methods

**Goal 1:** Individuals with developmental disabilities, their families, and stakeholders will benefit from advocacy and capacity building activities ensuring that individuals with developmental disabilities will have the services and supports they need in order to live in the communities of their choice.

Objectives	Implementation Activities	Timeline	Evaluation Outcomes and Methods
<p><b>1.1</b> Overcome negative public attitudes and stigmas still faced by persons with developmental disabilities</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Promote disability and capability awareness</li> <li>• Collaborate with agencies to provide on-going information regarding the ability of people with disabilities through various media arenas</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Increase public knowledge regarding individuals with developmental disabilities and address stereotypes that prevent them from reaching their full potential</p> <p><u>Evaluation Method A:</u> Product review and estimate of the number of resources distributed and impact created</p>
<p><b>1.2</b> Partner with other agencies to lead efforts in policy change which would benefit individuals with developmental disabilities, their families, and stakeholders</p>	<ul style="list-style-type: none"> <li>• Advocate for transportation services</li> <li>• Support changes to current child and adult care policies for individuals ages 12 and older</li> <li>• Assist with training in legislative policy and procedures</li> <li>• Develop grant</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Gain more concise knowledge regarding transportation and child/adult care concerns, so changes in current policies can be addressed</p> <p><u>Evaluation Method A:</u> Administration of focus groups through grant solicitation</p>

<p><b>1.3</b> Sufficient number of qualified personnel at all levels to serve individuals with developmental disabilities and their families</p>	<p>solicitation</p> <ul style="list-style-type: none"> <li>• Select grantees and award contracts</li> <li>• Encourage the upgrading of module training for QSP's and DSP's, so as to better meet the needs of the people they serve</li> <li>• Advocate for wages, benefits and job flexibility that encourage longevity of staff</li> <li>• Advocate for technology training for all staff</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Research to identify grants supporting additional staffing and training resources</p> <p><u>Evaluation Method A:</u> Collect programmatic administration data to identify critical areas in need of additional training and staffing</p>
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**Areas of Emphasis:** Quality assurance, education and early intervention, formal and informal community supports, child care, housing.

**Goal 2:** Individuals with developmental disabilities, their families, and stakeholders will benefit from advocacy and capacity-building activities that will result in desirable employment options for people with developmental disabilities.

Objectives	Implementation Activities	Timeline	Evaluation Outcomes and Methods
<p><b>2.1</b> Develop, support, and expand employment opportunities that lead to economic self-sufficiency for individuals with developmental disabilities</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Encourage evaluations that provide vocational interest surveys and skill assessments to facilitate obtaining sustainable employment</li> <li>• Advocate to train potential employers on employment retention, breaking barriers to employment, etc.</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Survey and evaluate vocational interests and skills for individuals with developmental disabilities, prior to their securing employment</p> <p><u>Evaluation Method A:</u> Administration of surveys through grant solicitation</p> <p><u>Evaluation Outcome B:</u> Highlight successful employment stories in the NDSCDD annual report</p> <p><u>Evaluation Method B:</u> Creation of annual report</p>
<p><b>2.2</b> Partner with organizations looking to improve access to transportation to and from work</p>	<ul style="list-style-type: none"> <li>• Develop grant solicitation</li> <li>• Select grantees and award contracts</li> <li>• Encourage requirements that will provide transportation funding for work in programs such as Supported Employment, Extended Services, on-the-job training, etc.</li> <li>• Advocate for changes in</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Create a list of partnership agencies</p> <p><u>Evaluation Method A:</u> List developed</p>

	<p>regulations that don't limit the availability of employment support</p> <ul style="list-style-type: none"><li>• Collaborate with agencies to provide job exploration, job testing and post-secondary job-training skills including soft skills, co-worker and supervisory relationships, job responsibilities, etc.</li></ul>		
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**Area of Emphasis:** Employment

**Goal 3:** Youth and young adults with developmental disabilities are involved in transitional activities to support their independence so they are prepared for life outside of their educational settings.

Objectives	Implementation Activities	Timeline	Evaluation Outcomes and Methods
<p><b>3.1</b> Collaborate with organizations that provide training opportunities for individuals with developmental disabilities, their families, and stakeholders that foster independence</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Collaborate with agencies on housing events</li> <li>• Transportation</li> <li>• Advocate for training caregivers on the importance of encouraging an individual's choice and fostering independent decision making</li> <li>• Work to collaborate in safety training efforts</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Identify areas that have a positive impact in supporting independence for individuals with developmental disabilities and work to advance them</p> <p><u>Evaluation Method A:</u> Administration of applicant observation and interviews through grant</p>
<p><b>3.2</b> Educate youth with developmental disabilities and their families on support services available to them</p>	<ul style="list-style-type: none"> <li>• Develop grant solicitation</li> <li>• Select grantees and award contracts</li> <li>• Collaborate with agencies to provide training and ongoing information regarding low income housing opportunities, including purchasing of own homes</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Increase the knowledge of services to individuals with developmental disabilities and families supporting them</p> <p><u>Evaluation Method A:</u> Administration of questionnaires through grant</p>

	<ul style="list-style-type: none"><li>• Collaborate with agencies to promote the expansion of low-income housing opportunities, rent vouchers, etc.</li><li>• Collaborate to provide training for individuals, families and siblings regarding available options for transitional and adult services.</li><li>• Collaborate with agencies to provide information regarding post-secondary job training opportunities</li><li>• Collaborate with agencies to provide skill development in social relationships</li><li>• Collaborate with agencies to provide on-going support in the areas of ADL's to assist in transition to the community</li><li>• Collaborate with agencies to provide educational opportunities that increase awareness of</li></ul>		
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	<p>resources in communities of choice</p> <ul style="list-style-type: none"><li>• Collaborate with the educational system to provide real-world experience in work, activities of daily living, socialization skills, money handling, etc.</li><li>• Collaborate with the education system in providing training in technology skills that will assist individuals in transitioning to the adult world</li></ul>		
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**Areas of Emphasis:** Employment, education and early intervention, transportation, formal and informal community supports

**Goal 4:** People with developmental disabilities, their families, stakeholders will be provided necessary knowledge and skills in order to access comprehensive health care.

Objectives	Implementation Activities	Timeline	Evaluation Outcomes and Methods
<p><b>4.1</b> Support and partner with organizations to provide information and resources that will be inclusive of the needs of individuals of developmental disabilities</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Assist with the provision of easily accessible information regarding AMA “good health” recommendations.</li> <li>• Encourage and promote training regarding assistive technology</li> <li>• Recognize the need for supported health care</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> A statewide network of organizations exists and information and resources are shared among them</p> <p><u>Evaluation Method A:</u> Develop a partner list</p>
<p><b>4.2</b> Collaborate with agencies that will improve access to health care</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Assist in the provision of easily understood and accessible health information regarding such things as Medicaid, Medicare, current topics of health care, offerings of local health units, etc.</li> <li>• Encourage and promote training of</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Increase networking of public and private entities across healthcare communities and identify areas in need of more accessibility</p> <p><u>Evaluation Method A:</u> Create a list of agencies the council works with</p>

	health care professionals to recognize the psychological and physical needs of individuals		
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**Areas of Emphasis:** Health, quality assurance, formal and informal community supports

**Goal 5:** Individuals with developmental disabilities will be provided leadership skills development and opportunities to exercise self-advocacy skills in their communities.

<b>Objectives</b>	<b>Implementation Activities</b>	<b>Timeline</b>	<b>Evaluation Outcomes and Methods</b>
<p><b>5.1</b> Establish or strengthen a program for the direct funding of a state self-advocacy organization led by individuals with developmental disabilities</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Collaborate with agencies to provide on-going self-advocacy training that is evidence-based for both adults and youth in transition.</li> <li>• Train caregivers to foster self-advocacy</li> <li>• Self advocates train other individuals in self advocacy</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Organization's utilization of funding for growth and programmatic opportunities</p> <p><u>Evaluation Method A:</u> Collection of program administrative data through grant solicitation</p>
<p><b>5.2</b> Support opportunities of individuals with developmental disabilities who are considered leaders, to provide leadership training to other individuals with developmental disabilities to foster more leaders</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Advocate to train educators in teaching self advocacy skills in all stages of life</li> <li>• Collaborate with agencies to provide education on public speaking skills</li> <li>• Collaborate to provide information and</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Foster the inclusion and participation of individuals with developmental disabilities in organizational activities</p> <p><u>Evaluation Method A:</u> Pre and post questionnaires through grant</p>

<p><b>5.3</b> Support and expand participation of individuals with developmental disabilities in cross-disability and culturally diverse leadership coalitions</p>	<p>training in addressing legislators and other leaders</p> <ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Collaborate with agencies to provide policy awareness for individuals with disabilities</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Increased knowledge and skills among stakeholders relating to leadership participation and activities</p> <p><u>Evaluation Method A:</u> Pre and post questionnaires through grant solicitation</p>
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**Areas of Emphasis:** Education and early intervention, health, housing, transportation, formal and informal community supports

**Goal 6:** Families and stakeholders of individuals with developmental disabilities will be provided leadership skills development and opportunities to exercise advocacy skills in their communities.

Objectives	Implementation Activities	Timeline	Evaluation Outcomes and Methods
<p><b>6.1</b> Strengthen advocacy organizations that support leadership skills development for families and stakeholders of individuals with developmental disabilities, so they may participate in cross-disability and culturally diverse leadership coalitions</p>	<ul style="list-style-type: none"> <li>• Develop grant</li> <li>• Select grantees and award contracts</li> <li>• Collaborate with agencies to provide public speaking training for families and stakeholders</li> <li>• Collaborate with agencies to provide diversity training for families, siblings and stakeholders</li> <li>• Work to promote leadership training</li> <li>• Work to promote advocacy training</li> <li>• Educate caregivers to promote development of leadership skills</li> </ul>	<p>Years 1-5</p>	<p><u>Evaluation Outcome A:</u> Increased knowledge and skills among families and stakeholders relating to leadership participation and activities</p> <p><u>Evaluation Method A:</u> Pre and post questionnaires through grant</p>

**Areas of Emphasis:** Education and early intervention, health, housing, transportation, formal and informal community supports

**ATTACHMENT B**

**Application Evaluation Form  
Funding Year 2012**

**NORTH DAKOTA STATE COUNCIL ON DEVELOPMENTAL  
DISABILITIES (NDSCDD)**

**Solicitation Number: 325-11-21-057**

**Applicant:**

**Evaluator:**

**Date:**

<b>Mandatory Criteria</b>	<b>Yes</b>	<b>No</b>
<i>Application will not be considered for further evaluation unless it meets <u>each</u> of the following two criteria</i>		
1. Completed application received in NDSCDD's office by July 15, 2011 - 5:00pm CST		
2. Cover Sheet of the Application for Financial Assistance (SFN 1196 Rev. 5-2011) is included		

<b>Scoring</b>	<b>Maximum Points</b>	<b>Points Awarded</b>
<b>Technical Accuracy</b> <ul style="list-style-type: none"> <li>• Sections 1-15 on the Application for Financial Assistance (SFN 1196 Rev. 5-2011) are filled out and fully completed</li> <li>• Has the applicant remained within the page limit maximum (10)?</li> <li>• Has the applicant included all required signatures?</li> </ul>	<b>6</b>	
<b>Project Narrative</b>		
<b>14.1 – <u>Overview</u></b> <ul style="list-style-type: none"> <li>• The overall project is briefly described</li> </ul> <b>Comments:</b>	<b>3</b>	

<p><b>14.2 – <u>Identification of the Problem or Need</u></b></p> <ul style="list-style-type: none"> <li>• Issues, gaps, deficiencies, conditions and impacts are described in accordance with the areas of emphasis</li> </ul> <p><b>Comments:</b></p>	<b>8</b>	
<p><b>14.3 – <u>Project Goals</u></b></p> <ul style="list-style-type: none"> <li>• Primary goals are listed</li> </ul> <p><b>Comments:</b></p>	<b>5</b>	
<p><b>14.4 – <u>Evaluation</u></b></p> <ul style="list-style-type: none"> <li>• A clear and <u>measurable</u> method of evaluation has been identified and outlined in a table or chart format</li> </ul> <p><b>Comments:</b></p>	<b>10</b>	
<p><b>14.5 – <u>Activities and Methods</u></b></p> <ul style="list-style-type: none"> <li>• Project activities and methods are clearly identified and described</li> </ul> <p><b>Comments:</b></p>	<b>10</b>	
<p><b>14.6 – <u>Resources</u></b></p> <ul style="list-style-type: none"> <li>• Utilization of resources are provided</li> </ul> <p><b>Comments:</b></p>	<b>2</b>	
<p><b>14.7 – <u>Key Personnel</u></b></p> <ul style="list-style-type: none"> <li>• Personnel (<i>if available</i>), roles, responsibilities and qualifications are listed</li> </ul> <p><b>Comments:</b></p>	<b>5</b>	
<p><b>14.8 – <u>Coordination and Cooperation</u></b></p> <ul style="list-style-type: none"> <li>• Promotion of choice, independence, productivity and inclusion for individuals with disabilities is addressed</li> </ul> <p><b>Comments:</b></p>	<b>5</b>	
<p><b>14.9 – <u>Project Sustainability</u></b></p> <ul style="list-style-type: none"> <li>• Sustainability plans after NDSCDD funding ends are explained</li> </ul> <p><b>Comments:</b></p>	<b>8</b>	
<p><b>14.10 – <u>Budget and Justification</u></b></p> <ul style="list-style-type: none"> <li>• Budget is clearly outlined in a detailed table or chart format</li> </ul> <p><b>Comments:</b></p>	<b>20</b>	
<p><b>14.11 – <u>Dissemination Plan</u></b></p> <ul style="list-style-type: none"> <li>• Dissemination plan is explained</li> </ul> <p><b>Comments:</b></p>	<b>2</b>	

<b>14.12 – <u>Principal Officers/Board Members</u></b> <ul style="list-style-type: none"> <li>List of principal officers/board members is included</li> </ul> <b>Comments:</b>	<b>4</b>	
<b>Application Merit</b> <ul style="list-style-type: none"> <li>Is there an unmet need for this project in the state?</li> <li>Is there a gap in services that this project will fill?</li> <li>Is this conceptually a good idea?</li> <li>Is the project realistic?</li> <li>Does this project build capacity, advance advocacy or promote systems change to benefit people with developmental disabilities and their families?</li> <li>How does this project impact individuals with developmental disabilities?</li> </ul> <b>Comments:</b>	<b>12</b>	
	<b>Possible Points</b>	<b>Points Awarded</b>
<b>Total</b>	<b>100</b>	

## ATTACHMENT C

### Grant Applicant Checklist

**Before submitting your grant application, please double check the following:**

- Have you enclosed a copy of your organization's tax exempt certificate?
- Have both the Project Director and the Authorized Official signed the SFN 1196, Rev. 5-2011 in **blue** ink?
- Do your budget summary boxes on the SFN 1196, Rev. 5-2011 match the budget and justification included in the narrative piece of the application?
- Is your project narrative ten (10) pages or less?
- Have you put page numbers on your project narrative?
- Have you enclosed a list of your organization's principal officers/board members?
- Are you submitting only **three (3) single sided, non-stapled** copies of your completed application?

### **Important!**

The completed application is due **in** the NDSCDD office by July 15, 2011 5:00pm (CST)

*Please plan ahead and allow sufficient mail time*

**ATTACHMENT D**  
**SAMPLE CONTRACT**

CONTRACT # \_\_\_\_\_

**GRANT AGREEMENT**

The State of North Dakota, acting through its North Dakota Department of Human Services (DHS), State Council on Developmental Disabilities (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), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_ \_\_\_\_\_, proposes to provide those services.

Grantor and Grantee therefore enter into the following:

1. TERM OF GRANT

This grant runs from \_\_\_\_\_, \_\_\_\_\_, through \_\_\_\_\_, \_\_\_\_\_. This grant may be terminated at any time by mutual consent of both parties, or upon 30-days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE

Grantee shall

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 OMB Circulars cited under Section 8 of this grant. The total amount paid under this grant may not exceed \$ \_\_\_\_\_. 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 OMB Circular Information Guide, which is made a part of this grant by 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 \$	Other \$
State \$	Unknown \$

Catalog of Federal Domestic Assistance Number \_\_\_\_\_, \_\_\_\_\_.

4. 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.

5. GRANTEE ASSURANCES

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

6. 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.

7. 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.

8. 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 OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, which is made a part of this grant by reference here, that Circular 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. Grantee agrees to file a copy of the "Reporting Package" as described by the Circular referenced above with DHS' Fiscal Administration Division within the time frame identified in that Circular.

Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as, OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; and OMB Circular A-122, Cost Principles for Non-Profit Organizations; [or OMB Circular A-21, Cost Principles for Educational Institutions;] all of which are made a part of this grant by reference here.

9. RETENTION OF RECORDS

Grantee agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Grantee must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Grantee that are pertinent to the services provided under this grant. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

10. TERMINATION OF GRANT FOR CAUSE

Grantor by written notice of default to Grantee may terminate all or any part of this grant if:

- a) Grantee fails to provide services required by this grant within the time specified or within any extension agreed to by Grantor; or
- b) Grantee fails to perform any of the other provisions of this grant, or 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 the above clause related to defaults by Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

11. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

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

- 1) 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) 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) Any license, permit, or certificate required by law or rule, or by this grant, is for any reason denied, revoked, suspended, or not renewed.

Any termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

12. 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.

13. DELAY OR DEFAULT 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.

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 agreement.

15. INSURANCE

Grantee shall secure and keep in force during the term of this agreement 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 agreement, 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 minimum liability limits of \$250,000 per person and \$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 contract.

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 agreement shall not be limited by the insurance required in this agreement.
  - 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 agreement, 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 thirty days' prior written notice to the undersigned State representative;
    - 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;
    - d) a provision that Grantee's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Grantee's insurance and shall not contribute with it;
    - e) cross liability/severability of interest for all policies and endorsements;
    - f) the legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
    - g) the insolvency or bankruptcy of the insured Grantee shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Grantee from meeting the retention limit under the policy.
  - 6) The Grantee shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
  - 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement 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

OR

ND Department of Human Services  
State Council on Developmental  
Disabilities  
600 E. Boulevard Ave, Dept. 325  
Bismarck, ND 58505-0250

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 SEVERABILITY

This grant 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. 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.

18. COLLATERAL CONTRACTS

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

19. APPLICABLE LAW

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.

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. 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. Grantee agrees that all materials prepared under this grant are "works for hire" within the meaning of copyright laws of the United States and assigns to Grantor all rights and interests Grantee may have in the materials it prepares under this grant, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable Grantor to protect its rights under this section. Grantor must provide written approval of Grantee's use of work product or materials for purposes outside the scope of this grant.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

[GRANTEE]

By \_\_\_\_\_  
DATE

Its \_\_\_\_\_

\_\_\_\_\_  
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA  
NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_  
CAROL K. OLSON                      DATE  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
ANDREA PEÑA, DIRECTOR      DATE  
STATE COUNCIL ON DEVELOPMENTAL  
DISABILITIES

By \_\_\_\_\_  
TARA SKJEIE-HOFFMAN      DATE  
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 agreement 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.