

Legislative Request

NDSU Subaward #FAR0033987: Extent of compliance with N.D.C.C. 14-02.3

NDUS Compliance Report

March 25, 2021

Request by the North Dakota Senate Appropriations Committee – Education and Environmental Division to determine the extent to which NDSU Subaward #FAR0033987 (Planned Parenthood Minnesota, North Dakota, South Dakota) is in compliance with N.D.C.C. 14-02.3 Limitation of Abortion



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Conveyance Letter

March 25, 2021

Senator David Monson, Chair
Senate Appropriations Committee – Education & Environment Division
State Capitol
600 E Boulevard Ave
Bismarck, ND 58505

Dear Chair Monson and members of the Committee:

During the committee work on HB 2030 on March 23, 2021, you requested the NDUS Compliance Officer review NDSU's contract with Planned Parenthood through Subaward #FAR0033987. The request was to determine if this contract violates ND state law, specifically N.D.C.C. chapter 14-02.3, and to determine if NDSU's legal counsel had previously reviewed this relationship in regard to this law. The results of my review are presented in the attached Executive Summary and the following detailed background and analysis.

Inquiries or comments relating to this engagement may be directed to me at (701) 224-2405. I wish to thank President Bresciani for the prompt and courteous cooperation and assistance offered during the engagement.

Respectfully submitted,

Karol K Riedman, MPA, CPA, CIA, CEEP
NDUS Chief Compliance Officer

Cc: Mark Hagerott, NDUS Chancellor
Dean Bresciani, NDSU President
Tammy Dolan, NDUS Vice-President for Administrative Affairs

Executive Summary

North Dakota State University (NDSU) is the recipient of the Department of Health and Human Services Administration for Children and Families (DHHS-ACF) Award No. 90AK0058-06-00 for the “PREP: Making Healthy Choices” project. The current award period is from September 30, 2015 through September 29, 2021. The current year award is \$250,000, of which \$172,613 is budgeted for a subaward, which was awarded to Planned Parenthood Minnesota, North Dakota, South Dakota (Planned Parenthood) through Subaward #FAR0033987 (Contract). On March 23, 2021, the Senate Appropriations Committee – Education and Environmental Division (the Committee) requested a compliance review by this office to determine if this subaward is in compliance with N.D.C.C. 14-02.3, because Planned Parenthood performs and/or promotes the performance of abortions outside the State of North Dakota.¹ The Committee also requested that this office verify whether there had been legal reviews of the program in relation to N.D.C.C. 14-02.3 and other relevant sections of the North Dakota Century Code.

Resources used for this review include the most current grant application, the DHHS-ACF grant award notice, the DHHS-ACF grant guidance, the subaward contract between NDSU and Planned Parenthood, records of payments made to Planned Parenthood under this contract, and memos regarding past legal reviews, as well as the contents and summation of the three curricula used in the program. NDSU provided these documents. In addition, I reviewed N.D.C.C. 14-02.3 and the North Dakota Attorney General Letter Opinion 2013-L-02, which concluded that the Eighth Circuit Court of Appeals 1981 decision in Valley Family Planning v. State of N.D. completely invalidated N.D.C.C. 14-02.3-02.

1. Does the grant and subaward contract violate state law and policy regarding abortion, specifically N.D.C.C. 14-02.3?

The request from the Committee sought a review of the grant and subaward’s compliance with state law and policy regarding abortion and related sections. In order to respond to this request, this summary and report will address each relevant section in turn. For ease of review, the code sections in question are reproduced below, with analysis following each section in italics.

14-02.3-01. State policy on abortion and childbirth - Use of public funds restricted.

1. Between normal childbirth and abortion, it is the policy of the state of North Dakota that normal childbirth is to be given preference, encouragement, and support by law and by state action, it being in the best interests of the well-being and common good of North Dakota citizens.

Paragraph 14-02.3-01(1) sets forth the policy of the State of North Dakota to prefer normal childbirth over abortion. With that policy in mind, the focus of the PREP: Making Health Choices program and

¹ For the purposes of this report, I have assumed that the Planned Parenthood entity which received the subaward from NDSU is the same Planned Parenthood entity that performs abortions in other states. I have not received information which would substantiate this statement.

curricula is the prevention of pregnancy and sexually transmitted infections. The program summaries indicate that the program does not include references to or comparisons between the relative merits of normal childbirth and abortion. As a result, my initial review does not include an analysis of the preference, encouragement, or support of normal childbirth compared to abortion in this program. It does not appear that the PREP: Making Healthy Choices program and curricula contravene the state policy as set forth in this section.

The subaward contract is not in violation of this paragraph.

2. An agency of this state may not produce, distribute, publish, disseminate, endorse, or approve materials of any type that, between normal childbirth and abortion, do not give preference, encouragement, and support to normal childbirth. An agency of the state may not fund, endorse, or support any program that, between normal childbirth and abortion, does not give preference, encouragement, and support to normal childbirth.

This paragraph prohibits state agencies from producing materials that, where normal childbirth and abortion are concerned, do not favor normal childbirth over abortion. The focus of the PREP: Making Healthy Choices program and curricula is prevention of pregnancy and sexually transmitted infections. The curricula summary indicates that the program, as taught in North Dakota, does not include references to or comparisons between normal childbirth and abortion. Review of the complete curriculum is in process and may confirm or refute this statement.

One of the three curricula in use as part of the PREP: Making Healthy Choices program is a standard nation-wide curriculum that includes a lesson entitled "Pregnancy Options," which refers to and discusses abortion and natural childbirth. This lesson is required by the state of California. However, according to NDSU and Planned Parenthood program representatives, this lesson is not included in the North Dakota PREP: Making Healthy Choices program, so the "Pregnancy Options" lesson is outside the scope of my review. As a result, because the PREP: Making Healthy Choices program, as taught in the state of North Dakota does not appear to reference or compare normal childbirth and abortion, my review did not include an analysis of the relative preference, encouragement and support given to normal childbirth and abortion in the program.

Preliminary finding: The subaward contract likely does not violate this paragraph.

3. No funds of this state or any agency, county, municipality, or any other subdivision thereof and no federal funds passing through the state treasury or a state agency may be used to pay for the performance, or for promoting the performance, of an abortion unless the abortion is necessary to prevent the death of the woman.

This paragraph provides that neither state funds, nor federal funds that pass through state agencies, may fund the performance of abortions or promote the same. As the PREP: Making Healthy Choices program does not involve funding the performance of abortions, the only relevant question posed by this paragraph is whether the subaward contract "promot[es] the performance" of an abortion. According to Black's Law Dictionary, 8th ed., to "promote" means "to encourage or incite." Based on my review of the program summary, the PREP: Making Healthy Choices program does not discuss or

assign a value judgment to the performance of abortion, and thereby does not encourage or incite the performance of an abortion.

As noted above, a review of the complete curricula is ongoing, and may change the outcome of this preliminary finding.

Preliminary finding: The subaward contract is not in violation of this paragraph.

14-02.3-02. Use of public funds for family planning - Use for the performance, referral, and encouragement of abortion prohibited.

No funds of this state or any agency, county, municipality, or any other subdivision thereof and no federal funds passing through the state treasury or a state agency may be used as family planning funds by any person or public or private agency which performs, refers, or encourages abortion.

This section was specifically ruled unconstitutional in 1981 by the Eighth Circuit Court of Appeals in Valley Family Planning v. State of N.D., 661 F.2d 99 (8th Cir. 1981). Subsequently, a question arose regarding whether this section could be applied notwithstanding this decision, and the NDUS sought an opinion from the North Dakota Attorney General in 2013. In Letter Opinion 2013-I-02, Attorney General Stenehjem determined the decision rendered in Valley Family Planning completely invalidated N.D.C.C. 14-02.3-02. Therefore, my review does not evaluate whether the PREP: Making Healthy Choices program and related subaward contract complies with this section.

14-02.3-03. Payment for abortions by health insurance policies delivered or issued in North Dakota restricted.

No health insurance contracts, plans, or policies delivered or issued for delivery in this state may provide coverage for abortions, including the elimination of one or more unborn children in a multifetal pregnancy, except by an optional rider for which there must be paid an additional premium. Provided, however, that this section does not apply to the performance of an abortion necessary to prevent the death of the woman.

This paragraph regarding health insurance policy payments for abortions is not applicable to the requested compliance review.

14-02.3-04. Abortion in government hospitals operated within North Dakota restricted.

No person may authorize or perform an abortion in a hospital owned, maintained, or operated within the state by the state or any of its agencies or by any political subdivision of the state, unless the abortion is necessary to prevent the death of the woman.

This paragraph regarding abortions in government hospitals within North Dakota is not applicable to the requested compliance review.

14-02.3-05. Penalty.

Any person found guilty of violating this chapter is guilty of a class B misdemeanor.

This paragraph does not set forth the policy of the state of North Dakota with respect to the abortion, and instead solely provides a penalty for the violation of the above sections. As a result, this paragraph is not relevant to the compliance review.

2. Has NDSU previously sought legal review of the relationship with Planned Parenthood for legal compliance?

NDSU responded to this question by providing a legal review summary (reproduced below). Based on reviewing this summary and the exhibits referenced, while various legal reviews have been performed, it appears that there has been no legal review of N.D.C.C. 14-02.3-01, which is the only paragraph relevant to the requested compliance review, as discussed above.

Response to Item No. 4: The C-PREP grant is awarded from the U.S. Department of Health and Human Services to NDSU. A portion of the funds pays a subawardee, Planned Parenthood of Minnesota North Dakota and South Dakota, to provide educational services. The grant has gone through a variety of administrative/legal review processes. Preliminarily, it was vetted through the normal grant review process at NDSU. As part of that process, it was reviewed by the North Dakota Department of Commerce. Please see **Exhibit A**.

In January of 2013, a State Senator requested that Legislative Council review this grant to determine “if the grant goes counter to the intent of HB 1229 from the 2011 session or other sections of North Dakota law.” The opinion from Legislative Council was limited to HB 1229, and it found that the grant was not in conflict. Please see **Exhibit B**.

In January of 2013, there was a question regarding whether NDCC 14-02.3-02 prohibited the C-PREP grant, and the North Dakota University System requested a formal Attorney General opinion. The Attorney General issued an opinion that NDCC 14-02.3-02 had been found to be illegal in its entirety and did not prohibit the grant. Please see <https://attorneygeneral.nd.gov/sites/ag/files/Legal-Opinions/2013-L-02.pdf>.

As indicated, a variety of entities have reviewed legal issues of the grant under North Dakota law. However, NDSU is unaware of any written legal opinion or recommendation specifically considering N.D.C.C. 14-02.3-01.

Personal Responsibility Education Program (PREP): Making Healthy Choices

Federal Award	Project Period	Total Funded Amount	Subaward #	Subaward Amount	NDSU
90AK0012-01	9/30/2012 -9/29/2013	297,867	FAR-0020755	196,230	101,637
90AK0012-02	9/30/2013 -9/29/2014	357,756	FAR-0022223	211,889	145,867
90AK0012-03	9/30/2014 -9/29/2015	429,837	FAR-0023711	247,033	182,804
90AK0058-01	9/30/2015 -9/29/2016	250,000	FAR-0025513	171,768	78,232
90AK0058-02	9/30/2016 -9/29/2017	250,000	FAR-0026968	177,249	72,751
90AK0058-03	9/30/2017 -9/29/2018	250,000	FAR-0028658	165,629	84,371
90AK0058-04	9/30/2018 -9/29/2019	250,000	FAR-0030171	139,623	110,377
90AK0058-05	9/30/2019 -9/29/2020	250,000	FAR-0031858	132,080	117,920
90AK0058-06	9/30/2020 -9/29/2021	250,000	FAR-0033987	168,054	81,946
	Total	2,585,460		1,609,555	975,905

NDSU SUBAWARD #FAR0033987

This Subaward is between **Planned Parenthood Minnesota, North Dakota, South Dakota** (hereinafter "Recipient"), and **North Dakota State University** (hereinafter "NDSU").

NDSU and Recipient, intending to be legally bound, hereby agree as follows:

1. Scope of Work. The Recipient will undertake the work set forth in its proposal submitted in support of the project entitled "Personal Responsibility Education Program (PREP): Making Healthy Choices", including the following tasks:
 - a) Supply program and curriculum materials;
 - b) Recruit for and facilitate community sexual health education programs with high-risk, vulnerable youth;
 - c) Assist with program evaluation efforts and overall project design and implementation;
 - d) Recruit program delivery partners; and
 - e) Provide training and technical support for the program delivery partners.

2. Term. The Term of this Subaward is from September 30, 2020 through September 29, 2021.

3. Allowable Costs and Payments. In its performance of the Scope of Work, the Recipient may incur costs up to \$168,054.00 during the Term. NDSU will reimburse the Recipient for allowable costs after receipt of Recipient's standard invoice. Recipient shall submit invoices at least quarterly, but no more frequently than monthly. The final invoice shall be submitted within 45 days after the period of performance ends and marked "FINAL". All invoices shall include the Subaward number and certification as to the truth and accuracy of the invoice. The invoiced costs shall be in accordance with the approved budget as attached hereto. Invoices for costs shall be identified by the NDSU Subaward # noted above and submitted to Ann.Young@ndsu.edu or mailed to the following address: Grant and Contract Accounting, NDSU Department 3130, P. O. Box 6050, Fargo, North Dakota 58108-6050.

All invoices must include detailed expenditure reports (such as a detailed general ledger or transaction report). Additionally, copies of actual receipts or other supporting documentation of expenditures may be requested by NDSU at any time. No payment will be made until a review of expenditures is complete.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of lack of Recipient receipts (as requested), disallowed costs, unacceptable technical performance reports or an adverse audit finding against the Recipient.

4. Reporting Requirements. Recipient will make periodic progress reports as directed by NDSU and will make a final report of project activities. Recipient will disclose inventions in writing to NDSU and a complete a final invention report within 60 days of termination.
5. Incorporating the Provisions of the Prime Award. The effort being performed under this Subaward is part of the Prime Award, as attached, which is defined as:

Sponsor: Department of Health and Human Services
ACYF – Family and Youth Services Bureau

FAIN: Award No. 90AK0058

CFDA: CFDA #93.092 (ACA - Personal Responsibility Education Program)

Type: This is a Service award and is not a Research and Development award.

The general terms and conditions specified by the Prime Award and provisions are hereby incorporated by reference and take precedence in the case of any inconsistencies with this Subaward with the exception that Recipient must seek all time extensions and any prior approvals needed directly from NDSU.

6. DUNS Number. This Subaward is subject to the requirements of 2 CFR Part 25; as such Recipient is hereby notified that it must provide to NDSU and maintain its Dun & Bradstreet Universal Numbering System (DUNS) number at all times during the Term.
7. Federal Reporting Requirements. NDSU is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments thereto (FFATA) which is Public Law 109-282. FFATA requires NDSU to report certain first-tier subcontracts and executive compensation data. The law requires all reported information to be made publically available, including all information reported to NDSU by Recipient. Recipient will fully complete and return the attached **Federal Funding Accountability and Transparency Act (FFATA) Request Form** to NDSU with this Agreement and is incorporated herein. Recipient must notify NDSU immediately if there is any change in Recipient's data as supplied in the FFATA Request Form.
8. Independent Contractor. Recipient herein is an Independent Contractor, not a partner or joint venturer, and shall not act as an agent or employee of NDSU. Recipient shall not have any authority, either express or implied, to enter any agreement, incur any obligations on NDSU's behalf, or commit NDSU in any manner whatsoever without NDSU's express prior written consent.
9. Facilities. Recipient has the facilities and equipment necessary to perform its Scope of Work. Recipient may retain title to any supplies, materials, tools or equipment purchased and/or fabricated by it in its performance of the Scope of Work.
10. Intellectual Property. Subject to the rights of the government, each party shall retain all rights to any invention or other creation developed in its performance of this Subaward or Prime Award, as applicable (hereinafter Inventions). A party may seek intellectual

property, including patents, copyrights, and/or trademarks in any solely owned Inventions, in its own name and at its own expense. Jointly made or generated intellectual property shall be jointly owned by the parties unless otherwise agreed in writing. Recipient shall promptly notify NDSU of any Inventions arising hereunder. With respect to any Invention in which Recipient retains title, NDSU, shall have a nonexclusive, royalty-free right to use such for educational and research purposes.

Recipient grants to NDSU an irrevocable, royalty-free, non-transferable, non-exclusive right to use, reproduce, and make derivative works of any copyrightable material first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet NDSU's obligations under its Prime Award. Recipient further grants to NDSU the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet NDSU's obligations under its Prime Award.

11. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

12. Confidential Information.

- A. Close cooperation between NDSU and Recipient personnel in the conduct of this project may require the disclosure by one party (disclosing party) to the other party (receiving party) of certain proprietary information which is hereafter referred to as "Confidential Information." Confidential Information shall be marked as "Confidential" at the time of disclosure to the receiving party. If Confidential Information is disclosed verbally, it shall be identified as confidential at the time of disclosure and later reduced to writing, marked as "Confidential" and provided to receiving party within thirty (30) days after initial disclosure. A receiving party has the right to decline receipt of Confidential Information if they deem it unnecessary to the completion of the project or for any other reason.
- B. A receiving party may use, disclose, or grant use of Confidential Information only for the limited purposes of this project and as required by the Prime Award. A receiving party may not use a disclosing party's Confidential Information for any other purpose without the express written permission of the disclosing party for a period of three years from the expiration of the Term.
- C. Confidential Information is not information which:
 - 1. was already rightfully in the possession of the receiving party prior to the disclosure thereof by the other party;
 - 2. is obtained from a third person who, insofar as is known, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation;

3. through no act or omission of the receiving party, is or hereafter becomes part of the public domain;
 4. the receiving party can prove was developed independently and not based, in whole or in any part, on any Confidential Information furnished by the other party;
 5. is subject to another agreement between the parties which permits use and/or disclosure; or
 6. is an open record under the laws of North Dakota.
- D. It is further agreed and understood that specific information disclosed shall not be deemed to be available to the public or in any other party's prior possession merely because it is embraced by more general information available to the public or in the other party's possession.
- E. Each party will use at least the same standard of care as it uses to protect its own Confidential Information to ensure that employees, students, interns, agents and consultants do not disclose or make any unauthorized use of disclosing party's Confidential Information. Any employee, student, intern, agent, or consultant of the receiving party must be notified of the restrictions on the use of the disclosing party's Confidential Information and must agree to abide by those restrictions before being allowed access to the Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the other party's Confidential Information.
13. Termination. Either party may terminate this Agreement upon thirty days' notice to the other party. NDSU may terminate this Agreement and the performance hereunder in the event of default by Recipient or in the event that the Prime Award is terminated. NDSU will provide written notice to Recipient of termination. Such notice shall be effective upon the receipt of written notice by the Recipient. Recipient shall take all reasonable steps to minimize termination costs.
14. Audit Requirements.
- A. This Agreement is subject to the provisions of the Uniform Guidance, 2 C.F.R. § 200 Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, and Recipient agrees to comply with the requirements of 2 C.F.R. § 200.
 - B. Recipient further agrees to provide NDSU with notice of completion of required audits and any adverse findings which impact this Subaward by required by parts 200.501-200.521; provide access to records as required by parts 200.336, 200.337 and 200.201 as applicable; and take such other corrective action as deemed appropriate by NDSU.
 - C. Financial reports, supporting documents and other records pertinent to this Subaward shall be retained by the Recipient for a period of three (3) years from the date of final expenditure report; except that records that relate to audits, appeals, litigation or the

settlement of claims arising out of performance of this Subaward shall be retained until such audits appeals, litigation or claims have been resolved and final action taken.

- D. Recipient shall permit independent auditors to have access to the records and financial statements as necessary to comply with this Subaward.

15. Certification.

- A. Acceptance of this Subaward constitutes certification that the Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this project by any Federal department or agency.
- B. Acceptance of this Subaward constitutes certification that the Recipient is not delinquent on any Federal debt.
- C. Acceptance of this Subaward constitutes certification that to the best of the Recipient's knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If funds other than Federal appropriated 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, the Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to NDSU in accordance with its instructions.
- D. Should NDSU approve further subawards, Recipient will require that the language of this certification be included in the award documents of all subawards at all tiers (including subawards, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

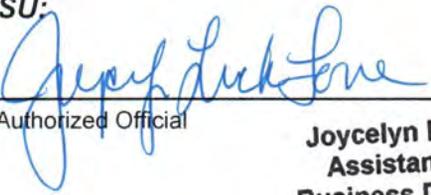
The Recipient agrees to notify NDSU immediately if there is any change of status in A., B., C., or D. above.

14. Miscellaneous Provisions.

- A. All notices, demands, payments and other communications required to be given or made hereunder shall be in writing and shall be duly given if delivered by hand or if mailed by certified or registered mail, first class postage prepaid, and shall be effectively received upon the date of such delivery or two (2) days after such mailing, to the respective parties hereto at the addresses set forth below their signatures below, or to such other address as NDSU or Recipient shall provide to each other in writing. "Notice" herein shall not include notice of claims for money damages or other legal proceeding against NDSU or the State of North Dakota, which shall instead be governed by applicable law.
- B. This Subaward will be binding on the successors and permitted assigns of the parties hereto.
- C. This Subaward may be executed in multiple original copies, each of which shall be deemed an original and all of which taken together shall be one and the same Subaward.
- D. This Subaward cannot be changed or modified except by a written agreement signed by an authorized representative of each party.
- E. No waiver of any breach of any term or provision of this Subaward shall be binding unless in writing and signed by the party waiving the breach.
- F. The captions contained in this Subaward are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
- G. In the event one or more of the provisions of this Agreement are declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SUBAWARD APPROVAL:

NDSU:

By 
Authorized Official

**Joycelyn Lucke Love
Assistant Director
Business Development**

Date Dec 14, 2020

Recipient:

By Lauren D Gilchrist
Authorized Official

Date 1/4/2021

Title EVP of External Affairs

DUNS: 040965196

PPMNS PROPOSED BUDGET	NCC
A. PERSONNEL	93,182
.5 FTE Katie Christensen - Regional E&O Manager	27,662
.75FTE Programs Manager	34,320
.75 FTE Specialist	31,200
B. FRINGE	19,568
2.00 FTE	19,568
C. TRAVEL	7,500
Mileage and local travel for two E&O staff	1,800
Travel expenses for HG site visits and trainings	1,500
Travel expenses for ROTO educators (\$800 for Circle of Nations; \$400 for LSS group)	1,200
Travel to PREP regional grantee meetings (2 staff members)	3,000
D. SUPPLIES	
Project specific supplies	
E. OTHER	20,570
<i>Printing</i>	1200
Printing for SHARP, ROTO, & training materials	
<i>Postage and Shipping</i>	250
Postage and shipping expenses	
<i>Meeting expenses</i>	5,800
Food and beverages for youth programming (\$800/ROTO x 6; \$75/SHARP X 4) and adult programming (\$400)	5,500
ROTO Guest Speaker Fees (\$50 x 6)	300
<i>Program Supplies</i>	9,796
Literature for SHARP & ROTO groups (brochures)	600
Promotion items for ROTO/SHARP participants (i.e. water bottles)	900
Gift cards posttest completion (\$25 x 60 ROTO participants)	1500
Teaching supplies for SHARP and ROTO PPMNS Groups	3,000
Teaching supplies for MPC & SHARP groups by partners	900
Condoms and safer sex supplies	2,500
Supplies for adult EBI	396
<i>Telephone & MIS</i>	3,024
MIS (\$132/mo. x 1 staff)	1,584
PREP project-specific smart phone service	1440
<i>Safe Spaces for Teachers</i>	<u>500</u>

SUB-TOTAL	140,820
Indirect rate 19.34% per Federally Approved Indirect Rate	27,235
TOTAL SUBCONTRACT	\$168,054

Subcontract Budget Narrative

Personnel (\$93,182)

Regional Education & Outreach Manager, Kathrine Christensen, 0.5 FTE (\$27,662). Ms. Christensen will provide training in delivery of the EBP's to other entities throughout the state. Ms. Christensen will provide management and guidance to ensure that programs are implemented with fidelity to the PPMNS educational model. In addition, she will provide support and training for the Programs Manager and Specialist.

Programs Manager, Danielle Halvorson, .75 FTE (\$34,320) Ms. Halvorson will co-facilitate the proposed programs in the Fargo, ND area. She will conduct program delivery activities, such as recruiting program participants, preparing and delivering lesson plans in collaboration with the E&O Manager, and establishing and maintaining relationships with youth-serving community organizations.

Education and Outreach Specialist, Amanda Strauss .75 FTE (\$31,200). M. Strauss will co-facilitate the proposed programs in the Fargo, ND area. She will conduct program delivery activities, such as preparing and delivering lesson plans in collaboration with Programs Manager, and establishing and maintaining relationships with youth-serving community organizations.

Fringe Benefits (\$19,568)

Katie Christensen (.50 FTE) (21%) = \$5,809

Danielle Halvorson (.75 FTE) 21%) = \$7,207

Amanda Strauss (.75 FTE) (21%) = \$6,552

Fringe Benefit Calculations for full-time and part-time employees:

- Insurance = 10.68%
- FICA = \$6.69%
- Retirement = \$3.63%

Travel (\$3,000)

Regional PREP Grantee Meetings and Topical training (2 staff members = \$3,000). Travel costs include: airfare depending on location (\$1,500), lodging (\$1,000) and per diem (\$500) using current federal rates for two meetings.

Other (\$24,074)

E&O Staff (\$1,800). To cover travel related costs, including parking, site visit mileage, and mileage for miscellaneous travel related to programming.

Travel Expenses for Healthiest Generation related site visits and trainings (\$1,500). To cover the cost of travel to conduct site visits and trainings for partners, includes mileage, food, and hotel costs.

Travel Expenses for ROTO Educators to conduct ROTO groups (\$1,200) To cover the cost of travel to conduct ROTO groups (\$800 for Circle of Nations; \$400 for LSS group).

Printing for group related materials (\$1,200). To be used to print materials for groups, such as curriculum activities, brochures for peer education, and pictures. Estimated at \$800 for ROTO, \$200 for SHARP, and \$200 for EBI trainings.

Postage & Shipping (\$250). Annual cost of postage & shipping estimated at \$20.83 per month x 12 months = \$250.

Meeting Expenses (\$5800)

- Food & Beverage for Program & Training Participants: \$800 x 6 ROTO groups = approx. \$4,800; \$75 x 4 SHARP groups = \$300; \$400 for adult trainings). To purchase food (such as pizza), beverages, and plates, napkins, etc. for each program session. Because our programs will meet during the dinner hour and targets high-risk, vulnerable youth, providing food will provide incentive for the youth to attend the sessions. Attendance at all sessions is critical to effectiveness of the implementation of the proposed program. The program education trainings for adult staff will be full days and will require a meal to be served.
- ROTO Guest Speaker Fees: \$50 fees for one guest speakers per ROTO group. \$50 x 6 groups = \$300.

Program Supplies (\$9,000)

- Literature for SHARP & ROTO groups (\$600). We will purchase additional printed materials (brochures) to be used in ROTO & SHARP groups, plus peer education resources manuals for youth to use while peer educating.
- Promotion items for youth (\$900). We will purchase t-shirts, water bottles, key chains or other items to be used as promotional items for ROTO/SHARP group programs.
- ROTO Gift Cards for Posttest Survey Completion (\$25 x 60 participants = \$1500). Youth who complete the posttest will receive a gift card.
- Teaching Supplies for SHARP & ROTO PPMNS (\$3,000). ROTO teaching supplies = \$2600, including items such as markers, incentives, materials for activities and games, etc. SHARP program supplies = \$400.
- Teaching supplies for MPC & SHARP groups by partners (\$900) to purchase supplies (i.e. markers, wall post-its, etc.) for our partners to use while implementing the EBIs.
- Condom and Safer Sex Supplies (\$2,500). We will purchase safer sex supplies such as condoms and female condoms for PPMNS and partner groups.
- Supplies for Adult EBI Training (\$396) We will purchase supplies to be used in the trainings such as markers, post-it notes, etc.

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- Management Information Systems (MIS = \$1,584). \$132/month per one employee 12 months). To provide access to the PPMNS' Information Technology and Communication Systems for K. Christensen.
- Cellphone service stipend for 2 educators (\$1,440). To provide service for a project specific phones for two staff, estimated at \$60 per month.

Safe Spaces for Teachers, \$500. Funds to provide training for teachers, staff, counselors, etc in the school system. Funds will cover meeting location, food, supplies, etc.

Indirect Charges (\$28,230)

The indirect charges were calculated using PPMNS' federally negotiated rate of 20.19%. Indirect charges apply to all direct costs incurred by PPMNS (\$28,230).

Response to Item No. 4: The C-PREP grant is awarded from the U.S. Department of Health and Human Services to NDSU. A portion of the funds pays a subawardee, Planned Parenthood of Minnesota North Dakota and South Dakota, to provide educational services. The grant has gone through a variety of administrative/legal review processes. Preliminarily, it was vetted through the normal grant review process at NDSU. As part of that process, it was reviewed by the North Dakota Department of Commerce. Please see **Exhibit A**.

In January of 2013, a State Senator requested that Legislative Council review this grant to determine “if the grant goes counter to the intent of HB 1229 from the 2011 session or other sections of North Dakota law.” The opinion from Legislative Council was limited to HB 1229, and it found that the grant was not in conflict. Please see **Exhibit B**.

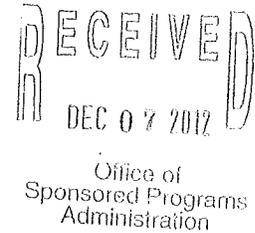
In January of 2013, there was a question regarding whether NDCC 14-02.3-02 prohibited the C-PREP grant, and the North Dakota University System requested a formal Attorney General opinion. The Attorney General issued an opinion that NDCC 14-02.3-02 had been found to be illegal in its entirety and did not prohibit the grant. Please see <https://attorneygeneral.nd.gov/sites/ag/files/Legal-Opinions/2013-L-02.pdf>.

As indicated, a variety of entities have reviewed legal issues of the grant under North Dakota law. However, NDSU is unaware of any written legal opinion or recommendation specifically considering N.D.C.C. 14-02.3-01.



December 5, 2012

Marie Slanger
NDSU Office of Sponsored Programs Admin.
Dept. 4000, PO Box 6050
Fargo, ND 58108-6050



"Letter of Clearance" In Conformance with the North Dakota Federal Program Review System - State Application Identifier No.: ND121205-0445

Dear Ms. Slanger:

SUBJECT: ACA Personal Responsibility Program Grant - PREP: Making Healthy Choices

The above referenced application has been reviewed through the North Dakota Federal Program Review Process. As a result of the review, clearance is given to the project only with respect to this consultation process.

If the proposed project changes in duration, scope, description, budget, location or area of impact, from the project description submitted for review, then it is necessary to submit a copy of the completed application to this office for further review.

We also request the opportunity for complete review of applications for renewal or continuation grants within one year after the date of this letter.

Please use the above SAI number for reference to the above project with this office. Your continued cooperation in the review process is much appreciated.

Sincerely,

James R. Boyd
Manager of Governmental Services
Division of Community Services

jml

From: [Tim Flakoll](#)
To: kkoppelman@nd.gov; [Boehning, Randy G.](#); [Belter, Wesley R.](#); pete.silbernagel@truenorthsteel.com; [Lee, Gary A.](#); [Lee, Judy E.](#); [Wieland, Alon C.](#); [Koppelman, Ben](#); [Beadle, Thomas R.](#); [Berry, Spencer D.](#); alcarlson2010@hotmail.com; bbgrande@gmail.com; [Grindberg, Tony S.](#); [Thoreson, Blair](#); tim.flakoll@gmail.com; [Hawken, Kathy K.](#); [Kasper, Jim M.](#); laura.mcdaniel@ndsu.edu
Subject: House Bill No. 1229
Date: Friday, January 4, 2013 1:08:23 PM

Recently I have read some emails related to a federal grant received by NDSU.

I asked Anita Thomas, the attorney from Legislative Council who handles education issues to review the grant and if the grant goes counter to the intent of HB 1229 from the 2011 session or other sections of North Dakota law.

As some of you may remember, HB 1229 was before both the House and Senate Education committees during the 2011 session.

See her response below.

Senator Tim Flakoll
Chair, Senate Education Committee

From: Thomas, Anita
Sent: Friday, January 04, 2013 9:21 AM
To: Flakoll, Tim
Subject: House Bill No. 1229

Senator Flakoll:

2011 House Bill No. 1229 explicitly stated "each school district and nonpublic school shall ensure that the portion of its health curriculum which is related to sexual health *includes* instruction pertaining to the risks associated with adolescent sexual activity and the social, psychological, and physical health gains to be realized by abstaining from sexual activity before and outside of marriage."

The legislation required the "inclusion" of the listed topics. It did not limit a health curriculum to only those topics. It also did not specify the amount of time or the percentage of the curriculum that must be devoted to the listed topics.

The information you provided on the proposed project, PREP: Making Healthy Choices,

indicates that youth from high-risk contexts will be recruited to "voluntarily participate in community-based educational groups." I could find nothing in the material indicating that the program is intended to be a substitute for a K-12 health curriculum and nothing indicating that it is a school or school district-based program.

From the information you forwarded, it does not appear that there would be a conflict with the provisions of 2011 House Bill No. 1229. (The bill has been codified as NDCC section 15.1-21-24.)

L. Anita Thomas, J.D., LL.M.

[\(701\) 328-2916](tel:7013282916) main office

[\(701\) 328-4235](tel:7013284235) direct line

[\(701\) 226-3143](tel:7012263143) cell phone

NDSU SUBAWARD #FAR0033987

This Subaward is between **Planned Parenthood Minnesota, North Dakota, South Dakota** (hereinafter "Recipient"), and **North Dakota State University** (hereinafter "NDSU").

NDSU and Recipient, intending to be legally bound, hereby agree as follows:

1. Scope of Work. The Recipient will undertake the work set forth in its proposal submitted in support of the project entitled "Personal Responsibility Education Program (PREP): Making Healthy Choices", including the following tasks:
 - a) Supply program and curriculum materials;
 - b) Recruit for and facilitate community sexual health education programs with high-risk, vulnerable youth;
 - c) Assist with program evaluation efforts and overall project design and implementation;
 - d) Recruit program delivery partners; and
 - e) Provide training and technical support for the program delivery partners.

2. Term. The Term of this Subaward is from September 30, 2020 through September 29, 2021.

3. Allowable Costs and Payments. In its performance of the Scope of Work, the Recipient may incur costs up to \$168,054.00 during the Term. NDSU will reimburse the Recipient for allowable costs after receipt of Recipient's standard invoice. Recipient shall submit invoices at least quarterly, but no more frequently than monthly. The final invoice shall be submitted within 45 days after the period of performance ends and marked "FINAL". All invoices shall include the Subaward number and certification as to the truth and accuracy of the invoice. The invoiced costs shall be in accordance with the approved budget as attached hereto. Invoices for costs shall be identified by the NDSU Subaward # noted above and submitted to Ann.Young@ndsu.edu or mailed to the following address: Grant and Contract Accounting, NDSU Department 3130, P. O. Box 6050, Fargo, North Dakota 58108-6050.

All invoices must include detailed expenditure reports (such as a detailed general ledger or transaction report). Additionally, copies of actual receipts or other supporting documentation of expenditures may be requested by NDSU at any time. No payment will be made until a review of expenditures is complete.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of lack of Recipient receipts (as requested), disallowed costs, unacceptable technical performance reports or an adverse audit finding against the Recipient.

4. Reporting Requirements. Recipient will make periodic progress reports as directed by NDSU and will make a final report of project activities. Recipient will disclose inventions in writing to NDSU and a complete a final invention report within 60 days of termination.
5. Incorporating the Provisions of the Prime Award. The effort being performed under this Subaward is part of the Prime Award, as attached, which is defined as:

Sponsor: Department of Health and Human Services
ACYF – Family and Youth Services Bureau

FAIN: Award No. 90AK0058

CFDA: CFDA #93.092 (ACA - Personal Responsibility Education Program)

Type: This is a Service award and is not a Research and Development award.

The general terms and conditions specified by the Prime Award and provisions are hereby incorporated by reference and take precedence in the case of any inconsistencies with this Subaward with the exception that Recipient must seek all time extensions and any prior approvals needed directly from NDSU.

6. DUNS Number. This Subaward is subject to the requirements of 2 CFR Part 25; as such Recipient is hereby notified that it must provide to NDSU and maintain its Dun & Bradstreet Universal Numbering System (DUNS) number at all times during the Term.
7. Federal Reporting Requirements. NDSU is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments thereto (FFATA) which is Public Law 109-282. FFATA requires NDSU to report certain first-tier subcontracts and executive compensation data. The law requires all reported information to be made publically available, including all information reported to NDSU by Recipient. Recipient will fully complete and return the attached **Federal Funding Accountability and Transparency Act (FFATA) Request Form** to NDSU with this Agreement and is incorporated herein. Recipient must notify NDSU immediately if there is any change in Recipient's data as supplied in the FFATA Request Form.
8. Independent Contractor. Recipient herein is an Independent Contractor, not a partner or joint venturer, and shall not act as an agent or employee of NDSU. Recipient shall not have any authority, either express or implied, to enter any agreement, incur any obligations on NDSU's behalf, or commit NDSU in any manner whatsoever without NDSU's express prior written consent.
9. Facilities. Recipient has the facilities and equipment necessary to perform its Scope of Work. Recipient may retain title to any supplies, materials, tools or equipment purchased and/or fabricated by it in its performance of the Scope of Work.
10. Intellectual Property. Subject to the rights of the government, each party shall retain all rights to any invention or other creation developed in its performance of this Subaward or Prime Award, as applicable (hereinafter Inventions). A party may seek intellectual

property, including patents, copyrights, and/or trademarks in any solely owned Inventions, in its own name and at its own expense. Jointly made or generated intellectual property shall be jointly owned by the parties unless otherwise agreed in writing. Recipient shall promptly notify NDSU of any Inventions arising hereunder. With respect to any Invention in which Recipient retains title, NDSU, shall have a nonexclusive, royalty-free right to use such for educational and research purposes.

Recipient grants to NDSU an irrevocable, royalty-free, non-transferable, non-exclusive right to use, reproduce, and make derivative works of any copyrightable material first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet NDSU's obligations under its Prime Award. Recipient further grants to NDSU the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet NDSU's obligations under its Prime Award.

11. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

12. Confidential Information.

- A. Close cooperation between NDSU and Recipient personnel in the conduct of this project may require the disclosure by one party (disclosing party) to the other party (receiving party) of certain proprietary information which is hereafter referred to as "Confidential Information." Confidential Information shall be marked as "Confidential" at the time of disclosure to the receiving party. If Confidential Information is disclosed verbally, it shall be identified as confidential at the time of disclosure and later reduced to writing, marked as "Confidential" and provided to receiving party within thirty (30) days after initial disclosure. A receiving party has the right to decline receipt of Confidential Information if they deem it unnecessary to the completion of the project or for any other reason.
- B. A receiving party may use, disclose, or grant use of Confidential Information only for the limited purposes of this project and as required by the Prime Award. A receiving party may not use a disclosing party's Confidential Information for any other purpose without the express written permission of the disclosing party for a period of three years from the expiration of the Term.
- C. Confidential Information is not information which:
 - 1. was already rightfully in the possession of the receiving party prior to the disclosure thereof by the other party;
 - 2. is obtained from a third person who, insofar as is known, is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation;

3. through no act or omission of the receiving party, is or hereafter becomes part of the public domain;
 4. the receiving party can prove was developed independently and not based, in whole or in any part, on any Confidential Information furnished by the other party;
 5. is subject to another agreement between the parties which permits use and/or disclosure; or
 6. is an open record under the laws of North Dakota.
- D. It is further agreed and understood that specific information disclosed shall not be deemed to be available to the public or in any other party's prior possession merely because it is embraced by more general information available to the public or in the other party's possession.
- E. Each party will use at least the same standard of care as it uses to protect its own Confidential Information to ensure that employees, students, interns, agents and consultants do not disclose or make any unauthorized use of disclosing party's Confidential Information. Any employee, student, intern, agent, or consultant of the receiving party must be notified of the restrictions on the use of the disclosing party's Confidential Information and must agree to abide by those restrictions before being allowed access to the Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the other party's Confidential Information.
13. Termination. Either party may terminate this Agreement upon thirty days' notice to the other party. NDSU may terminate this Agreement and the performance hereunder in the event of default by Recipient or in the event that the Prime Award is terminated. NDSU will provide written notice to Recipient of termination. Such notice shall be effective upon the receipt of written notice by the Recipient. Recipient shall take all reasonable steps to minimize termination costs.
14. Audit Requirements.
- A. This Agreement is subject to the provisions of the Uniform Guidance, 2 C.F.R. § 200 Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, and Recipient agrees to comply with the requirements of 2 C.F.R. § 200.
 - B. Recipient further agrees to provide NDSU with notice of completion of required audits and any adverse findings which impact this Subaward by required by parts 200.501-200.521; provide access to records as required by parts 200.336, 200.337 and 200.201 as applicable; and take such other corrective action as deemed appropriate by NDSU.
 - C. Financial reports, supporting documents and other records pertinent to this Subaward shall be retained by the Recipient for a period of three (3) years from the date of final expenditure report; except that records that relate to audits, appeals, litigation or the

settlement of claims arising out of performance of this Subaward shall be retained until such audits appeals, litigation or claims have been resolved and final action taken.

- D. Recipient shall permit independent auditors to have access to the records and financial statements as necessary to comply with this Subaward.

15. Certification.

- A. Acceptance of this Subaward constitutes certification that the Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this project by any Federal department or agency.
- B. Acceptance of this Subaward constitutes certification that the Recipient is not delinquent on any Federal debt.
- C. Acceptance of this Subaward constitutes certification that to the best of the Recipient's knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If funds other than Federal appropriated 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, the Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to NDSU in accordance with its instructions.
- D. Should NDSU approve further subawards, Recipient will require that the language of this certification be included in the award documents of all subawards at all tiers (including subawards, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

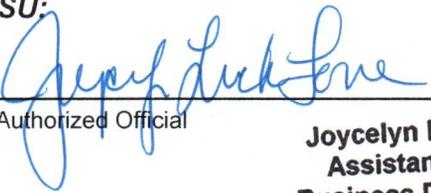
The Recipient agrees to notify NDSU immediately if there is any change of status in A., B., C., or D. above.

14. Miscellaneous Provisions.

- A. All notices, demands, payments and other communications required to be given or made hereunder shall be in writing and shall be duly given if delivered by hand or if mailed by certified or registered mail, first class postage prepaid, and shall be effectively received upon the date of such delivery or two (2) days after such mailing, to the respective parties hereto at the addresses set forth below their signatures below, or to such other address as NDSU or Recipient shall provide to each other in writing. "Notice" herein shall not include notice of claims for money damages or other legal proceeding against NDSU or the State of North Dakota, which shall instead be governed by applicable law.
- B. This Subaward will be binding on the successors and permitted assigns of the parties hereto.
- C. This Subaward may be executed in multiple original copies, each of which shall be deemed an original and all of which taken together shall be one and the same Subaward.
- D. This Subaward cannot be changed or modified except by a written agreement signed by an authorized representative of each party.
- E. No waiver of any breach of any term or provision of this Subaward shall be binding unless in writing and signed by the party waiving the breach.
- F. The captions contained in this Subaward are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
- G. In the event one or more of the provisions of this Agreement are declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SUBAWARD APPROVAL:

NDSU:

By 
Authorized Official

**Joycelyn Lucke Love
Assistant Director
Business Development**

Date Dec 14, 2020

Recipient:

By Lauren D Gilchrist
Authorized Official

Date 1/4/2021

Title EVP of External Affairs

DUNS: 040965196

PPMNS PROPOSED BUDGET**NCC**

PPMNS PROPOSED BUDGET	NCC
A. PERSONNEL	93,182
.5 FTE Katie Christensen - Regional E&O Manager	27,662
.75FTE Programs Manager	34,320
.75 FTE Specialist	31,200
B. FRINGE	19,568
2.00 FTE	19,568
C. TRAVEL	7,500
Mileage and local travel for two E&O staff	1,800
Travel expenses for HG site visits and trainings	1,500
Travel expenses for ROTO educators (\$800 for Circle of Nations; \$400 for LSS group)	1,200
Travel to PREP regional grantee meetings (2 staff members)	3,000
D. SUPPLIES	
Project specific supplies	
E. OTHER	20,570
<i>Printing</i>	1200
Printing for SHARP, ROTO, & training materials	
<i>Postage and Shipping</i>	250
Postage and shipping expenses	
<i>Meeting expenses</i>	5,800
Food and beverages for youth programming (\$800/ROTO x 6; \$75/SHARP X 4) and adult programming (\$400)	5,500
ROTO Guest Speaker Fees (\$50 x 6)	300
<i>Program Supplies</i>	9,796
Literature for SHARP & ROTO groups (brochures)	600
Promotion items for ROTO/SHARP participants (i.e. water bottles)	900
Gift cards posttest completion (\$25 x 60 ROTO participants)	1500
Teaching supplies for SHARP and ROTO PPMNS Groups	3,000
Teaching supplies for MPC & SHARP groups by partners	900
Condoms and safer sex supplies	2,500
Supplies for adult EBI	396
<i>Telephone & MIS</i>	3,024
MIS (\$132/mo. x 1 staff)	1,584
PREP project-specific smart phone service	1440
<i>Safe Spaces for Teachers</i>	<u>500</u>

SUB-TOTAL	140,820
Indirect rate 19.34% per Federally Approved Indirect Rate	27,235
TOTAL SUBCONTRACT	\$168,054

Subcontract Budget Narrative

Personnel (\$93,182)

Regional Education & Outreach Manager, Kathrine Christensen, 0.5 FTE (\$27,662). Ms. Christensen will provide training in delivery of the EBP's to other entities throughout the state. Ms. Christensen will provide management and guidance to ensure that programs are implemented with fidelity to the PPMNS educational model. In addition, she will provide support and training for the Programs Manager and Specialist.

Programs Manager, Danielle Halvorson, .75 FTE (\$34,320) Ms. Halvorson will co-facilitate the proposed programs in the Fargo, ND area. She will conduct program delivery activities, such as recruiting program participants, preparing and delivering lesson plans in collaboration with the E&O Manager, and establishing and maintaining relationships with youth-serving community organizations.

Education and Outreach Specialist, Amanda Strauss .75 FTE (\$31,200). M. Strauss will co-facilitate the proposed programs in the Fargo, ND area. She will conduct program delivery activities, such as preparing and delivering lesson plans in collaboration with Programs Manager, and establishing and maintaining relationships with youth-serving community organizations.

Fringe Benefits (\$19,568)

Katie Christensen (.50 FTE) (21%) = \$5,809

Danielle Halvorson (.75 FTE) 21%) = \$7,207

Amanda Strauss (.75 FTE) (21%) = \$6,552

Fringe Benefit Calculations for full-time and part-time employees:

- Insurance = 10.68%
- FICA = \$6.69%
- Retirement = \$3.63%

Travel (\$3,000)

Regional PREP Grantee Meetings and Topical training (2 staff members = \$3,000). Travel costs include: airfare depending on location (\$1,500), lodging (\$1,000) and per diem (\$500) using current federal rates for two meetings.

Other (\$24,074)

E&O Staff (\$1,800). To cover travel related costs, including parking, site visit mileage, and mileage for miscellaneous travel related to programming.

Travel Expenses for Healthiest Generation related site visits and trainings (\$1,500). To cover the cost of travel to conduct site visits and trainings for partners, includes mileage, food, and hotel costs.

Travel Expenses for ROTO Educators to conduct ROTO groups (\$1,200) To cover the cost of travel to conduct ROTO groups (\$800 for Circle of Nations; \$400 for LSS group).

Printing for group related materials (\$1,200). To be used to print materials for groups, such as curriculum activities, brochures for peer education, and pictures. Estimated at \$800 for ROTO, \$200 for SHARP, and \$200 for EBI trainings.

Postage & Shipping (\$250). Annual cost of postage & shipping estimated at \$20.83 per month x 12 months = \$250.

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- Food & Beverage for Program & Training Participants: \$800 x 6 ROTO groups = approx. \$4,800; \$75 x 4 SHARP groups = \$300; \$400 for adult trainings). To purchase food (such as pizza), beverages, and plates, napkins, etc. for each program session. Because our programs will meet during the dinner hour and targets high-risk, vulnerable youth, providing food will provide incentive for the youth to attend the sessions. Attendance at all sessions is critical to effectiveness of the implementation of the proposed program. The program education trainings for adult staff will be full days and will require a meal to be served.
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The indirect charges were calculated using PPMNS' federally negotiated rate of 20.19%. Indirect charges apply to all direct costs incurred by PPMNS (\$28,230).

***** CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

If the committee decides to move amendment .04005 forward, the NDUS asks that you consider an amendment to help further narrow the language to Planned Parenthood and minimize the potential impact to nursing and other medical programs.

In Sect. 1 (3), please consider adding the words "... an organization for the specific purpose of educating adolescents ..."

Tammy
I'll gla

Sent from my iPhone