

Memorandum of Agreement

This Agreement is entered between The Village Family Service Center -Pregnancy Services (Agency Provider), The Village Family Service Center and the North Dakota Department of Human Services (NDDHS).

NDDHS is responsible for supervision of the Alternatives to Abortion Program. The Village Family Service Center will administer the Alternatives to Abortion Program including marketing, updating and maintaining a toll free number & website listing service providers, making payments to service providers, and reporting outcomes based on a software system for Agency Providers to enter client data, time entry billings and outcomes.

The program will provide positive outcome-based information, counseling, and support post-pregnancy services with the following requirements and expectations:

1. Provide on-going client care services to women are parenting and reside in North Dakota.
2. Provide positive support through information, education, and counseling support to assist women who've chosen to carry their pregnancy to term and give birth.
3. Assist women in making informed decisions about adoption or parenting with respect to the child.
4. Provide on-going client care post-abortion services to women who have chosen to terminate their pregnancy.

Alternatives to Abortion services do not include medical services.

The Agency Provider desires to provide Alternatives to Abortion services consistent with the requirements of the Alternatives to Abortions Program and to meet the requirements of N.D.C.C. § 50-06-26, if applicable, and this Agreement. The Agency Provider agrees to:

1. Screen each potential client to establish that she might be, is or was pregnant;
2. Inform each client that it is her right to secure Alternatives to Abortions services from a provider of those services listed in the Alternatives to Abortions brochure or on the website;
3. Assist NDDHS in gathering data to evaluate the Alternatives to Abortions Program from the client's first visit through the end of services by reporting an outcome for the pregnancy and recording the amount of time undertaken in supporting her through various offered services;
4. Keep confidential the communications between a child and provider or its employees and agents, except as permitted by law or by the informed agreement of the client;

5. Submit to The Village a copy of provider's liability insurance policy for approval and sign a Memorandum of Agreement before requesting payment;
6. Maintain approved liability coverage in effect at all times services are being provided under this Agreement; and
7. Identify in provider's request for reimbursement if the services provided were under subsection a or subsection b of section 1 of the Scope of Service in Amendment D, contract #405-10375.
 - a. Subsection A is for pre-birth services;
 - i. Agency Provider will submit via Procentive software a time entry for any services provided, utilizing the appropriate coding.
 - b. Subsection B is for post birth services and administrative and operating costs. By March 1, 2022, qualified providers of services pursuant to section 9 of the grant are entitled to an amount of reimbursement for allowable expenses, not to exceed a maximum of \$125,000 each for subsection 1b..
 - i. Agency Provider will submit on a monthly basis, scans of detailed Administrative & Operational expenses. Examples of such documentation may be administrative time sheets, invoice of a paid occupancy or telephone bill, etc.
 - ii. Agency Provider will submit via Procentive software a time entry for post birth services utilizing the appropriate coding.

Agency Provider agrees not to:

1. Counsel for, refer for, encourage, or perform abortions, or knowingly refer an Alternatives to Abortions client to another person or agency for the purpose of receiving counseling for, referral for, encouragement for, or the performance of an abortion; or
2. Discriminate against Alternatives to Abortion client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

Provider for Alternatives to Abortions services will receive reimbursement for services provided based on a rate of \$12.00 for each quarter hour of service furnished by a member of the clergy, a nurse licensed under N.D.C.C. ch. 43-12.1, a physician licensed under N.D.C.C. ch. 43-17, a psychologist licensed under N.D.C.C. ch. 43-32, a social worker licensed under N.D.C.C. ch. 43-41, an addiction counselor licensed under N.D.C.C. ch. 43-45, a counselor licensed under N.D.C.C. ch. 43-47, or a marriage and family therapist licensed under N.D.C.C. ch. 43-53; and at a rate of \$6.00 for each quarter hour of service furnished by any other individual. PLEASE NOTE: With this increase of rates, should the dollars available be expended prior to the end of the contract period, any remaining dollars will be paid prorated to Agency Providers.

This Agreement replaces all other agreements and is effective March 1, 2022 and remains in effect until June 30, 2023, unless terminated by the Agency Provider, The Village Family Service Center or NDDHS.

This Agreement may be terminated at any time by mutual consent of parties, or upon 30-days' written notice by either party, with or without cause. Failure by the Agency Provider to perform the terms of this Agreement may result in the immediate termination of the Agreement.

Agency Provider: The Village Family Service Center – Pregnancy Services

Signature: _____

Date: _____

Title: _____

The Village Family Service Center

Date: _____

Kelly Olson/CEO
The Village Family Service Center

C: Michele Gee, Director
Economic Assistance Division, North Dakota Department of Human Services

AMENDMENT TO GRANT AGREEMENT

On or about July 1, 2016, the state of North Dakota, acting through its North Dakota Department of Human Services, Economic Assistance Policy Division (Grantor) and The Village Family Service Center (Grantee) entered into a grant agreement to operate the Alternative to Abortion program statewide.

The parties agree that certain parts of that agreement and Amendments A, B, and C should be changed:

1. Effective January 1, 2022, the Scope of Service section is amended to delete the section in its entirety and replace it with the following:

Grantee shall operate the Alternative to Abortion program statewide as defined in subsections a. and b. below.

a. Grantee shall:

- 1) Promote alternative to abortion services;
- 2) Inform the public about the Alternative to Abortion Program;
- 3) Provide a dedicated toll free number to provide available Agencies and locations for individuals needing the services;
- 4) Contract with existing Agencies and future Agencies throughout the state of North Dakota that provide services other than abortion;
- 5) Maintain a list of Agencies;
- 6) Determine the service unit rate paid to Agencies for professionals and paraprofessionals;
- 7) Receive billing based on service units and service unit rates from Agencies;
- 8) Make payments to Agencies based on billing;
- 9) Collect data from Agencies for outcome measures;
- 10) Develop and identify how positive outcomes will be measured from data collected;
- 11) Maintain and provide access to a website with alternative-to-abortion information;
- 12) Identify strategies for continued engagement of women seeking services throughout their pregnancy;
- 13) Identify how services are preventing women from aborting;
- 14) Provide quarterly reports to State to include, at a minimum, the following:
 - a. Number of individuals served
 - b. Services provided to each individual
 - c. Follow-up provided to each individual
 - d. Outcomes of services provided:
 - i. Kept baby
 - ii. Foster care
 - iii. Adoption
 - iv. Aborted (voluntarily or involuntarily)
- 15) Communicate and receive approval for any changes to the services provided from Grantor.

- 16) Provide timelines for the following:
 - a. Promotion of Alternative to Abortion Program;
 - b. Availability and administration of the dedicated toll free number;
 - c. Process of facilitation of services and funding involving Agencies;
 - d. Data collection and outcome measures process; and
 - e. Communication process with Grantor.
- 17) Identify experience in providing counseling services to women who may be pregnant or think they may be pregnant.
- 18) Identify any innovative ideas relating to the administration of the Alternative to Abortion Program.

b. Grantee shall:

- 1) Promote alternative to abortion services;
- 2) Contract with existing agencies and future agencies throughout the state of North Dakota that provide client care service for pre and post abortion, including ongoing client support; and
- 3) Provide reimbursement to service providers for reasonable administrative and operational costs associated with alternative to abortion and post abortion services.

2. Effective January 1, 2022, the Compensation section, as amended by Amendments A, B, and C, is further amended to increase the total amount paid under the grant from \$2,050,000 to \$3,550,000, an increase of \$1,500,000. For the period July 1, 2021, to June 30, 2023, the total amount paid under subsection 1.a. of this Amendment may not exceed \$600,000, which was made part of the grant through Amendment C. For the period January 1, 2022, to June 30, 2023, the total amount paid under subsection 1.b. of this Amendment may not exceed \$1,500,000. By March 1, 2002, qualified providers of services subcontracted with Grantee pursuant to Section 9 of the grant are entitled to an equal amount of reimbursement for allowable expenses, not to exceed a maximum of \$125,000 each for subsection 1.b.

The funding source for the increase is anticipated as follows:

Federal	\$1,500,000	State	\$
Other	\$	Unknown	\$

Catalog of Federal Domestic Assistance Number 21.027, U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund.

Federal Award Identification Number: SLFRP1964

Federal Award Date: May 28, 2021

Data Universal Numbering System Number: 070270103

This award is not for Research and Development.

All other terms and conditions remain as previously written.

THE VILLAGE FAMILY SERVICE CENTER

By _____ DATE

Its _____

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ DATE
CHRISTOPHER D. JONES
EXECUTIVE DIRECTOR

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

50-06-22. Gambling disorder prevention and treatment fund - Continuing appropriation.

Funds deposited in the gambling disorder prevention and treatment fund under section 53-12.1-09 are appropriated to the department on a continuing basis for the purpose of providing the services under section 50-06-21.

50-06-23. Placement of children - Least restrictive care.

Repealed by S.L. 2017, ch. 353, § 10.

50-06-24. Guardianship services. (Effective through August 31, 2022)

The department of human services may create and coordinate a unified system for the provision of guardianship services to vulnerable adults who are ineligible for developmental disabilities program management services. The system must include a base unit funding level at the same level as developmental disability corporate guardianship rates, provider standards, staff competency requirements, and guidelines and training for guardians. The department shall adopt rules for guardianship services to vulnerable adults which are consistent with chapters 30.1-26, 30.1-28, and 30.1-29.

Guardianship services. (Effective after August 31, 2022)

The department may create and coordinate a unified system for the provision of guardianship services to vulnerable adults who are ineligible for developmental disabilities program management services. The system must include a base unit funding level at the same level as developmental disability corporate guardianship rates, provider standards, staff competency requirements, and guidelines and training for guardians. The department shall adopt rules for guardianship services to vulnerable adults which are consistent with chapters 30.1-26, 30.1-28, and 30.1-29.

50-06-25. Biennial report on programs and services.

Expired under S.L. 2005, ch. 411, § 3.

50-06-26. Alternatives-to-abortion services program. (Effective through August 31, 2022)

The department of human services shall disburse funds available through title IV-A of the Social Security Act [42 U.S.C. 601 et seq.] to nongovernmental entities that provide alternatives-to-abortion services and expend funds to inform the public about this program. The services must be outcome-based with positive outcome-based results. The department, in consultation with a nongovernmental entity that provides alternatives-to-abortion services, shall contract to inform the public about this program. For purposes of this section, "alternatives-to-abortion services" are those services that promote childbirth instead of abortion by providing information, counseling, and support services that assist pregnant women or women who believe they may be pregnant to choose childbirth and to make informed decisions regarding the choice of adoption or parenting with respect to their children.

Alternatives-to-abortion services program. (Effective after August 31, 2022)

The department shall disburse funds available through title IV-A of the Social Security Act [42 U.S.C. 601 et seq.] to nongovernmental entities that provide alternatives-to-abortion services and expend funds to inform the public about this program. The services must be outcome-based with positive outcome-based results. The department, in consultation with a nongovernmental entity that provides alternatives-to-abortion services, shall contract to inform the public about this program. For purposes of this section, "alternatives-to-abortion services" are those services that promote childbirth instead of abortion by providing information, counseling, and support services that assist pregnant women or women who believe they may be pregnant to choose childbirth and to make informed decisions regarding the choice of adoption or parenting with respect to their children.

50-06-27. Prescription drug monitoring program.

Repealed by S.L. 2007, ch. 212, § 2.

