



DEVELOPMENTAL DISABILITIES PROVIDER ADDENDUM

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DEVELOPMENTAL DISABILITIES

SFN 569 (12-2024)

The North Dakota Department of Health and Human Services, through its Developmental Disabilities Section, hereafter referred to as DEPARTMENT, and

Name of Provider			
Address	City	State	ZIP Code

hereafter referred to as the PROVIDER, agree to the Developmental Disabilities Provider Addendum, hereafter referred to as this ADDENDUM.

Date Effective

WHEREAS, the PROVIDER agrees to furnish services in accordance with applicable North Dakota Century Code, North Dakota Administrative Code, policies, and in accordance with the type, amount, frequency, and duration of services stated in each client's Person-Centered Service Plan (PCSP); and

WHEREAS, the PROVIDER represents that it is duly enrolled as a PROVIDER and licensed to perform such services, in accordance with North Dakota Administrative Code, Chapter 75-04-01, now in force or as hereafter enacted or amended; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the PROVIDER and DEPARTMENT agree as follows:

1. GENERAL PROVISIONS

- A) PURPOSE. The purpose of this ADDENDUM is to define the rights and obligations of the parties with respect to the provision of Developmental Disabilities (DD) Licensed Services.
- B) COOPERATION. DEPARTMENT and the PROVIDER shall cooperate and use their reasonable efforts to ensure the continuous and expeditious implementation of the various provisions of this ADDENDUM. The parties agree to, in good faith, undertake resolution of any disputes hereunder in an equitable and timely manner.
- C) MINIMUM STANDARDS. The provisions contained in this ADDENDUM establish the necessary and required minimum standards that the parties to this ADDENDUM shall follow when contracting for DD Licensed Services.

2. SCOPE OF SERVICE

The PROVIDER shall furnish to clients determined by DEPARTMENT to be eligible, those services set forth in the North Dakota Developmental Disabilities Provider Manual. The Manual shall describe the services and the method of delivery of services to the clients.

3. ELIGIBILITY

ELIGIBILITY. DEPARTMENT is responsible for determining the eligibility of clients receiving services purchased under the terms of the ADDENDUM as defined in North Dakota Administrative Code, Chapter 75-04-06.

4. TERMINATION OF SERVICES

- A) TERMINATION BY PROVIDER. The PROVIDER may choose to terminate the provision of services to an eligible client, except when payment cannot be made due to a required assessment not being completed. In the event of a termination, the PROVIDER must follow DEPARTMENT policy relating to the involuntary discharge.
- B) TERMINATION BY CLIENT. The client may choose to voluntarily terminate the PROVIDER. The state of North Dakota does not require the client to give a written notice of termination to the PROVIDER, although the PROVIDER may ask for it in its own policies. If terminated, the PROVIDER shall continue the provision of services and assist in transitioning the client to another provider or other recommended services, unless the client or staff's health and safety are at immediate risk.

5. REIMBURSEMENT

- A) COMPENSATION. Pursuant to the rules of DEPARTMENT, found in North Dakota Administrative Code, chapter 75-04-05, DEPARTMENT, upon written request from the PROVIDER in such format as may be prescribed by DEPARTMENT, shall reimburse the PROVIDER for actual authorized services. Reimbursement for services under this ADDENDUM shall be determined by:
- 1) The rate matrix approved by DEPARTMENT.
 - 2) The authorized hours for the purchased services identified for the client as determined by the standardized assessment tool multiplier.
 - 3) Rate adjustments approved by DEPARTMENT.

To ensure payment for provision of purchased services, the PROVIDER must maintain documentation in accordance with North Dakota Administrative Code and policies.

The PROVIDER shall not request or receive reimbursement under this ADDENDUM for clients not determined eligible and authorized for services by DEPARTMENT. The

PROVIDER shall be reimbursed for authorized services after the services are rendered. No payment will be made for services rendered prior to the effective date of this ADDENDUM.

- B) CLIENT FEES. The PROVIDER may not impose additional charges or fees on clients for services set and authorized by DEPARTMENT. The PROVIDER must collect and account for any fees or charges set or authorized by DEPARTMENT.

6. DEPARTMENT ASSISTANCE

To the extent resources are available, DEPARTMENT will furnish necessary technical, administrative, or program assistance to the PROVIDER within a reasonable time upon written request from the PROVIDER. The assistance includes obtaining and distributing copies of regulations, statutes, standards, and policies, which must be complied with under this ADDENDUM and by supplying essential interpretation of such materials.

7. AGREEMENT INCOME

Income from client production must be applied to client wages and the cost of production. DEPARTMENT will not participate in the gains or losses associated with client production conducted pursuant to the applicable provision of 29 CFR 525.

8. PERFORMANCE STANDARDS

DEPARTMENT may purchase services only from licensed providers that comply with the following standards.

- STAFF QUALIFICATIONS AND TRAINING. The PROVIDER must ensure that its staff and subcontractors meet the qualification and training requirements necessary for the provision of purchased services.
- CONFIDENTIALITY. Except for purposes directly connected with fulfilling obligations hereunder, all client related reports and other information (including the identity of clients) prepared or assembled by the PROVIDER under this ADDENDUM are confidential and shall not be made available by the PROVIDER to any individual or organization other than DEPARTMENT, or the legal representative of the client, without the prior written approval of the client or the client's legal representative or as authorized or required by law.
- ACCREDITATION. DEPARTMENT requires the PROVIDER to be accredited by the Council on Quality and Leadership (CQL) or, for providers only licensed for Employment Support, the Commission on Accreditation of Rehabilitation Facilities (CARF). The PROVIDER must fulfill all requirements which result in accreditation.
- POLITICAL ACTIVITY AND FUNDRAISING. The PROVIDER assures funds received under this ADDENDUM will not be used directly or indirectly to support lobbying or any other political activity. In addition, the PROVIDER shall not violate fund raising and investment management costs rules set forth in 2 CFR 225, Appendix B.17.
- NOTICE OF RIGHTS. The PROVIDER agrees to inform the client of his/her rights in accordance with North Dakota Century Code, Chapter 25-01.2.
- BUILDING DESIGN AND SAFETY. The PROVIDER must ensure that the building meets safety requirements, including local zoning laws, occupancy rates, life safety codes, sanitation, emergency plans, and access to essential utilities in accordance with North Dakota Administrative Code, Chapter 75-04-01. The PROVIDER must comply with additional requirements set forth in 42 CFR 441.301(c) (4)-(5).
- GUARANTEES AND ASSURANCES. The PROVIDER agrees to comply with guarantees and assurances, and documentation and reporting requirements defined in the North Dakota Administrative Code, Chapter 75-04-01.

9. STATUTORY AND REGULATORY COMPLIANCE

The PROVIDER agrees to comply with applicable local, state, and federal licensing, zoning, building, health, fire, and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the PROVIDER is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance, or criteria. The PROVIDER specifically agrees to comply with the following regulations and statutes:

- A) CIVIL RIGHTS AND NON-DISCRIMINATION STATEMENT. DEPARTMENT makes available all services and assistance without regard to race, color, religion, national origin, age, sex, political beliefs, disability, or status with respect to marriage or public assistance. Therefore, in connection with the furnishing of supplies or performance of work under this ADDENDUM, persons who receive funds to provide services to DEPARTMENT are obligated and agree to abide by the provisions of the following applicable laws: 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, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and any additional regulations, rules, and laws described in the "Medicaid Program Provider Agreement."
- B) CLEAN AIR AND WATER ACTS. The PROVIDER will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended, 42 USC, Section 1857, et. seq., and the Federal Water Pollution Control Act as amended, 33 USC, Section 1251, et. seq.
- C) CARE FOR PERSONS WITH DEVELOPMENTAL DISABILITIES. The PROVIDER will comply with 34 CFR 300 and 303, 42 CFR 441, 442 and 483 in addition to any DEPARTMENT policies and service chapters relating to DD, which are in effect July 1, 1983, or as may subsequently be amended or adopted.

10. AUDITS, REPORTS, AND DATA COLLECTION

- A) DATA REPORTING. The PROVIDER agrees to document and report the following items as described in North Dakota Administrative Code, Chapter 75-04-01.
 - 1) Progress Reports. The PROVIDER must record progress notes, including the signature of staff providing the service or verification that the service was delivered to the client, in accordance with the PCSP. Reports shall be sent for periods designated by DEPARTMENT to the appropriate Regional Human Service Center.
 - 2) Time and Attendance Records. The PROVIDER will keep time and attendance records for all its employees and for all clients receiving services under this ADDENDUM in accordance with North Dakota Administrative Code, Chapter 75-04-05-08.
 - 3) Statement of Cost. The PROVIDER shall maintain the necessary financial records to submit an annual statement of costs pursuant to North Dakota Administrative Code, Chapter 75-04-05-08.
 - 4) Quality Measures. The PROVIDER agrees to report the designated quality and performance indicators, as requested by DEPARTMENT. The PROVIDER must implement programs, if required, to record and report such indicators.
 - 5) Abuse, Neglect, and Restraint Incidents. The PROVIDER shall ensure that incidents of alleged abuse, neglect, and restraints are immediately reported to DEPARTMENT and the governing body, Chief Executive Officer, or designee of the PROVIDER and, thereafter, to the client's authorized representative, advocate, and the protection and advocacy project, in accordance with North Dakota Administrative Code, Chapter 75-04-01-20.2 and DEPARTMENT policy.
 - 6) Compliance with Guarantees and Assurances. DEPARTMENT requires licensed providers to submit a statement of policies and procedures, and evidence of the implementation of the policies, in order to facilitate a determination that the licensee is in compliance with North Dakota Administrative Code, Chapter 75-04-01-20, and with North Dakota Century Code, Chapter 25-01.2.
 - 7) Other Records. The PROVIDER agrees to cooperate with DEPARTMENT in developing and maintaining such other records as may be necessary or useful in monitoring compliance with the terms of this ADDENDUM. This includes the implementation and use of DEPARTMENT designated web-based case management system for all of the PROVIDER's case management operations.

DEPARTMENT maintains the right to withhold a payment for services or suspend or terminate Medicaid enrollment if the PROVIDER has failed to abide by terms of the Medicaid Program Provider Agreement, federal, and state laws, regulations, and policies regarding documentation or data reporting.

- B) RECORD RETENTION. All records, fiscal and program, relating to the performance of this ADDENDUM shall be retained by the PROVIDER for at least seven (7) years following the due date of a fiscal year cost report. However, if this ADDENDUM becomes the subject of an audit, such records must be retained until completion and resolution of the audit.
- C) ACCESS TO RECORDS. The state of North Dakota, DEPARTMENT, the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized agents or representatives shall have the right to view and reproduce any books, documents, papers, and records of the PROVIDER to facilitate verification of the information submitted in the application of licensure, and to determine the extent to which the applicant or the PROVIDER is in compliance with DEPARTMENT's requirements as described in this ADDENDUM.
- D) EVALUATION AND ON-SITE ASSESSMENT. The PROVIDER assures DEPARTMENT, its agents, representatives, and federal authorities, or their agents charged with the review function, access to its personnel and facilities for the purposes of program evaluation and on-site assessments. On-site assessments must be scheduled for the mutual convenience of DEPARTMENT and the PROVIDER unless the effectiveness of the assessment would be substantially diminished by prearrangement. DEPARTMENT agrees to give the PROVIDER a written summary of the findings of the evaluation or assessment undertaken by DEPARTMENT within 30 business days after completion of the evaluation or assessment.

11. BONDING, INDEMNITY, AND INSURANCE CLAUSE

- A) BONDING. The PROVIDER will obtain and maintain a fidelity bond in an amount sufficient to indemnify the PROVIDER against losses resulting from the fraud or lack of integrity, honesty, or fidelity of one or more employees, officers, or other persons who handle the PROVIDER's funds.
- B) INDEMNIFICATION. The PROVIDER 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 the PROVIDER 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. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. PROVIDER also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against PROVIDER in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this ADDENDUM.
- C) INSURANCE. The PROVIDER shall secure and keep in force during the term of this ADDENDUM and the PROVIDER shall require all subcontractors, prior to commencement of an agreement between the PROVIDER and the subcontractor, to secure and keep in force during the term of this ADDENDUM, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
 - 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$2,000,000 per occurrence.
 - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 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 ADDENDUM.
 - 4) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
 - 5) Professional errors and omissions with minimum limits of \$1,000,000 per claim and in the aggregate, the PROVIDER shall continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, the PROVIDER shall purchase an extended reporting period to meet the time periods required in this section.

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 PROVIDER.
- 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 DEPARTMENT. The policies shall be in form and terms approved by DEPARTMENT.

- 3) The duty to defend, indemnify, and hold harmless DEPARTMENT under this ADDENDUM shall not be limited by the insurance required in this ADDENDUM.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. State shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this ADDENDUM or by the contractual indemnity obligations of PROVIDER.
- 5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against DEPARTMENT.
- 6) PROVIDER shall furnish a certificate of insurance to the undersigned DEPARTMENT representative prior to commencement of this ADDENDUM. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this ADDENDUM is a material breach of contract entitling DEPARTMENT to terminate this ADDENDUM immediately.
- 8) PROVIDER shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. PROVIDER shall provide on an ongoing basis, current certificates of insurance during the term of the ADDENDUM. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

12. PATENTS AND COPYRIGHTS

- A) PATENTS AND INVENTIONS. All rights in and to inventions arising out of activities assisted by funds from this ADDENDUM shall be available to the public for royalty-free and non-exclusive licensing. The PROVIDER will notify DEPARTMENT promptly in writing of an invention first conceived or actually reduced to practice in the course of performance of this ADDENDUM.
- B) COPYRIGHTS. DEPARTMENT shall have a royalty-free and non-exclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use for DEPARTMENT purposes any copyrightable material developed under this ADDENDUM.

13. SAFEGUARDING FUNDING SOURCES

To safeguard future funding sources, DEPARTMENT and the PROVIDER agree that this ADDENDUM is subject to renegotiation in order to bring it into compliance with applicable revisions of statutes and regulations. If funds to defray all or a portion of the costs of this ADDENDUM become unavailable during the term of this ADDENDUM, the ADDENDUM may be terminated subject to the settlement provision set forth in 45 CFR 74 provided that DEPARTMENT gives written notice to the PROVIDER.

14. SUBCONTRACTING AND ASSIGNMENT

The PROVIDER agrees not to enter into subcontracts for, assign, or transfer any of the work contemplated under this ADDENDUM, unless such subcontracts, assignments, or transfers are authorized in an amendment to this ADDENDUM. The PROVIDER shall not encumber or make obligations for or on behalf of the state of North Dakota or the Department of Health and Human Services.

15. PLAN OF CORRECTION AND PENALTIES

- A) PLAN OF CORRECTION. If DEPARTMENT determines that funds are not being administered in accordance with the rules of DEPARTMENT, DEPARTMENT may initiate a plan of correction, in accordance with North Dakota Administrative Code, Chapter 75-04-01. During the implementation of a plan of correction, all obligations under this ADDENDUM may be suspended.
- B) CHANGE IN LICENSURE. Upon finding noncompliance with the rules of DEPARTMENT and North Dakota Century Code, Chapter 25-16-03, DEPARTMENT may deny a license to an applicant, or revoke an existing license in accordance with North Dakota Administrative Code, Chapter 75-04-01.

16. CHANGES TO CONTRACT, RENEWAL, AND TERMINATION

- A) CONTRACT MODIFICATIONS. This ADDENDUM can only be modified by written amendment signed by authorized representatives of both parties and attached to this ADDENDUM.
- B) RENEWAL AND TERMINATION OF CONTRACT. This ADDENDUM shall renew annually without action by either party. Either party may terminate this ADDENDUM at any time by giving the other party 30 days' written notice delivered by mail or in person. A violation of any of the terms of this ADDENDUM or of North Dakota Administrative Code, Article 75-04, may be the basis for immediate termination of this ADDENDUM. Should the PROVIDER, whether or not by its own fault, be unable to perform the Scope of Service, then this ADDENDUM may be terminated. Any termination of this ADDENDUM shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination and all accounts and payments shall be processed pursuant to 45 CFR 74, Subpart Q. Nothing in this ADDENDUM shall be construed as requiring the PROVIDER to continue to provide services for any eligible person upon cessation of this ADDENDUM.

17. STATE'S CONTRACTUAL REMEDIES

- A) RIGHT TO ASSURANCE. DEPARTMENT may, at any time, demand in writing that the PROVIDER give a written assurance of intent to perform. Failure by the PROVIDER to provide written assurance within the number of days specified in the demand may, at DEPARTMENT's option, be the basis for terminating this ADDENDUM under these terms and conditions or other rights and remedies available by law or provided by this ADDENDUM. If the PROVIDER at any time believes that the PROVIDER may not be able to perform under this ADDENDUM in the immediate future or at any time up to six (6) months into the future, the PROVIDER shall provide written notice to DEPARTMENT informing DEPARTMENT of the PROVIDER's potential inability to perform under this ADDENDUM along with a detailed explanation as to why the PROVIDER believes it may not be able to complete performance.
- B) STOP WORK ORDER. DEPARTMENT may, at any time, by written order to the PROVIDER, require the PROVIDER to stop all or any part of the work called for by this ADDENDUM for a period(s) of days indicated by DEPARTMENT after the order is delivered to the PROVIDER, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the PROVIDER shall immediately comply with its terms.
If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the PROVIDER shall resume work.
- C) Nonconforming Tender. Reports or other documents supplied under this ADDENDUM shall fully comply with this ADDENDUM and all applicable law. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply with this ADDENDUM and all applicable law constitutes a breach of this ADDENDUM. On delivery of nonconforming reports or other documents, DEPARTMENT may terminate this ADDENDUM for default, or pursue any other right or remedy available to it.
- D) Right of Offset. DEPARTMENT shall be entitled to offset against any sums due the PROVIDER, any expenses or costs incurred by DEPARTMENT, or damages assessed by DEPARTMENT concerning the PROVIDER's non-conforming performance or failure to perform this ADDENDUM, including expenses, costs, and damages described in this ADDENDUM's terms and conditions.
- E) Provisions for Default. In addition to any other remedies available to DEPARTMENT, if the PROVIDER fails to comply with any term of this ADDENDUM, or any service standards expressed in this ADDENDUM, DEPARTMENT may take one or more of the following actions as part of a corrective action plan:
 - 1) Suspend eligibility of the PROVIDER to receive referrals for the duration of the corrective action plan;
 - 2) Withhold payment, in whole or in part;
 - 3) Suspend enrollment; or
 - 4) Suspend this ADDENDUM, in whole or in part, remove the PROVIDER from the provider list, and enroll clients with another provider.
- F) OTHER RIGHTS AND REMEDIES. The rights and remedies of the parties provided under this ADDENDUM are not exclusive and are in addition to any other rights and remedies provided by law.
- G) WAIVER. Waiver of any default, breach, or failure of performance under this ADDENDUM shall not be deemed to be a waiver of any subsequent default, breach, or failure of performance. Any waiver shall not be construed to be a modification of the terms of this ADDENDUM unless reduced to writing as provided for in this ADDENDUM.
- H) DAMAGES.
 - 1) Duty to Mitigate. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.
 - 2) Breach. Notwithstanding any other provision of this ADDENDUM to the contrary, upon breach of this ADDENDUM by the PROVIDER, DEPARTMENT may withhold final payment due the PROVIDER until such time as the exact amount of damages due is determined.

18. DISCLOSURE OF OWNERSHIP AND CONTROL

The PROVIDER agrees to file with DEPARTMENT an ownership and control interest disclosure statement, which shall consist of a list of the board members, principal owners, stockholders or partners, and the percentage owned, and further agrees to update such statement whenever changes are made. For the purpose of this section, principals shall include all officers and any holders of ten percent (10%) or more interest in the organizations.

19. AUTHORITY TO ENTER INTO ADDENDUM

Upon signing this document, the PROVIDER agrees to furnish a letter of certification showing the wording of the motion which allows entering into this ADDENDUM and a reference to the exact page of the minutes which records that action of the administrative board of the PROVIDER.

20. VENUE

The parties agree that in the event of litigation between them concerning this ADDENDUM, venue shall be in the South Central Judicial District in and for the County of Burleigh, state of North Dakota, unless such venue is prohibited by law.

21. INDEPENDENT ENTITY

The PROVIDER shall perform as an independent entity under this ADDENDUM. The PROVIDER, its employees, agents, or representatives are not employees of DEPARTMENT 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 ADDENDUM shall be construed to represent the creation of an employer/employee relationship. The PROVIDER will retain sole and absolute discretion in the judgment of the manner and means of carrying out the PROVIDER's activities and responsibilities under this ADDENDUM.

22. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

PROVIDER agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

PROVIDER agrees to 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. PROVIDER shall have and keep current all licenses and permits required by law during the term of this ADDENDUM.

PROVIDER is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) PROVIDER represents that it does not and will not engage in boycotting Israel during the term of this ADDENDUM. If DEPARTMENT receives evidence that PROVIDER boycotts Israel, DEPARTMENT shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if PROVIDER has fewer than ten full-time employees.

PROVIDER's failure to comply with this section may be deemed a material breach by PROVIDER entitling DEPARTMENT to terminate in accordance with the Termination of Services section of this ADDENDUM.

23. INTEGRATION

This ADDENDUM is the entire ADDENDUM between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this ADDENDUM.

24. SERVICE OF NOTICE

Except as otherwise provided in this ADDENDUM, written notices, reports, and other information required to be exchanged between the parties shall be directed to the parties at their respective addresses which are stated at the beginning of this ADDENDUM.

PROVIDER

Provider Name		
Signature		
Printed Name	Title	Date

NORTH DAKOTA DEPARTMENT OF HEALTH & HUMAN SERVICES
Commissioner or Designee

Commissioner or Designee Name		
Signature		
Printed Name	Title	Date

Contract Officer

Contract Officer Name		
Signature		
Printed Name	Title	Date