Call for Proposals: *Increasing the Body of Knowledge for Cross-Jurisdictional Sharing in Public Health – Small Grants Program*

**Summary**

The Center for Sharing Public Health Services (the “Center”) is offering small grants to support work on cross-jurisdictional sharing (CJS) arrangements designed to advance health equity by addressing social determinants of health (e.g., affordable housing, jobs with fair pay, quality education, affordable healthy food and public safety), the public health response to COVID-19, structural racism or other related issues. **Applications must be submitted by 5:00 PM CDT on September 11, 2020. Up to 5 awards will be made for an amount of up to $10,000 for a project period of up to eight months.** Shorter projects will be considered. **All projects must be concluded by June 11, 2021.**

In addition to funding, Center staff will provide technical assistance tailored to each grantee’s needs. Grantees are expected to share the progress of their efforts during the project period, share results and lessons learned at the end of the project period and share longer-term activities and results 12 months after the project period ends.

Please note: This grant opportunity is not intended to support “as-needed” types of CJS arrangements (see [Spectrum of Cross-Jurisdictional Sharing Arrangements](https://www.phsharing.org/)); rather, it is focused on CJS models that involve sharing of capacity, services and programs operating on an on-going basis. Also, the grant will not support the initial exploration of a CJS arrangement (i.e., efforts to determine conceptual feasibility); rather, applicants must seek to plan, implement or improve a CJS arrangement. Finally, successful applicants are eligible to receive just one award.

**Background**

The Center defines CJS arrangements as those involving distinct public health agencies in two or more geo-political jurisdictions (e.g., cities, townships, counties or districts), including arrangements between and among local, state, tribal and military health agencies.

The Center for Sharing Public Health Services (the “Center”) is a national initiative managed by the Kansas Health Institute with support from the Robert Wood Johnson Foundation. Cross-jurisdictional sharing is when jurisdictions, like cities or counties and sometimes states, come together and share resources across their respective boundaries to efficiently and effectively deliver public health services.

The Center provides access to tools, techniques, expertise and resources that support better collaboration and sharing across boundaries to protect and promote the health of the people they serve. For more information about the Center, visit [https://www.phsharing.org/](https://www.phsharing.org/). The Center strongly encourages potential applicants to familiarize themselves with the resources developed by the Center, particularly the [Roadmap to Develop Cross-Jurisdictional Sharing Initiatives](https://www.phsharing.org/) (“Roadmap”), the [Spectrum of Cross-Jurisdictional Sharing Arrangements](https://www.phsharing.org/) (“Spectrum”), and the [Success Factors in Cross-Jurisdictional Sharing Arrangements](https://www.phsharing.org/) (“Success Factors”). These documents represent important concepts for all initiatives funded or supported by the Center.
Small Grants Program

Since its inception, the Center has awarded approximately $2.5 million in grant funding to support more than 55 projects in 22 states. Building on the success of previous grantees, the purpose of this small grants program is to support efforts to plan, implement or improve CJS arrangements designed to advance health equity and to learn from these real-life experiences.

Numerous scientific studies continue to demonstrate that factors related to “place” (i.e., where people are born, grow, live, work and age) have a tremendous effect on health status. Factors such as access to affordable housing, jobs with fair pay, quality education, affordable healthy food and public safety — the “social determinants of health” — largely are responsible for the health of the community. Moreover, the spread of COVID-19 has shone a new light on health inequities, as people of color are disproportionately affected by the disease and, in some cases, response efforts are not sufficiently targeted to these populations. In addition, the recent state and city declarations of racism as a public health crisis reflect a growing recognition that structural racism perpetuates health inequities. Addressing these (and related) issues is key to improving equity and establishing and maintaining healthy communities.

This funding opportunity is available for proposals that support a specific CJS arrangement or an effort to use CJS as a systems change tool.

- **Specific CJS arrangements**: For specific CJS arrangements, the program will fund proposals for planning, implementing or improving (but not exploring) specific sharing agreements in the Spectrum categories Service-Related Arrangements, Shared Programs or Functions, or Regionalization/Consolidation.

- **CJS as a systems change tool**: Many local public health systems throughout the nation are engaged in a variety of initiatives to change the way public health services are organized, managed and delivered throughout state and local jurisdictions. These efforts aim to modernize public health and improve the efficiency and effectiveness of public health service delivery and CJS has been regarded as one tool that could achieve desired impacts. The program will fund proposals aimed at impacting the public health system at a regional or state level (e.g., proposals for exploring the role of a state health agency in promoting or removing barriers for local CJS agreements; developing multi-region or statewide mechanisms or models for CJS arrangements; using CJS in a specific program or functional area that can serve as a model for other programs or functions; and other related projects).

For funded applications, Center staff will provide feedback and technical assistance as needed, beginning with finalizing plans and continuing throughout the duration of the funding period.

Eligibility and Qualifications

All Applicants

To be eligible for this award, the application must meet all of the following criteria:

- Applicant organization must be located in the United States or its territories.
- Applicant organization must be one of the following entities:
  - A state or local government public health agency or a military public health department; or

Submission Deadline: September 11, 2020 (5:00 PM CDT)
Small Grants Program

- An American Indian/Alaska Native tribe or tribal entity recognized by the U.S. federal government or by a state; or
- A nonprofit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Service Code.

- The proposal must:
  - Be designed to advance health equity by addressing social determinants of health, the public health response to COVID-19, structural racism or other related issues; and
  - Involve multiple jurisdictions, or efforts to facilitate CJS throughout a region or state.

All applications will be screened to ensure they are eligible. Applications deemed ineligible will not undergo further review, and applications that are incomplete or received after the deadline for any reason will not be accepted or reviewed.

Selection Criteria
Staff from the Center will review all eligible proposals according to the following characteristics:

All Proposals
- The proposal offers potential learning for the Center for Sharing Public Health Services.
- The goals of the proposal are clearly articulated.
- The proposal identifies possible challenges and realistic, effective strategies to overcome them.
- The proposal includes measures of success that are clear and relevant to the stated goals of the project.
- The proposal includes both short term measures that can be achieved within the project period and intermediate measures that can be achieved within 12 months after the project period has ended.
- The proposed budget and timeline are appropriate for the completion of the project activities.
- Letters of support (from each partner organization) demonstrate a commitment to the success of the project. Form letters are strongly discouraged.

Funding and Expectations
Funds of up to $10,000 are available to support each selected grantee for a project period of up to eight months. All funded projects must be completed by June 11, 2021. Awards will be made in the form of a fixed price contract. Fifty percent of grant funding will be disbursed upon execution of the grant agreement. The remaining funding will be disbursed upon receipt and acceptance of the final narrative report. See Appendix C for the contract template.

The selected grantees will be required to work closely with the Center and be responsive to guidance to achieve the approved project goals. Each grantee is expected to participate in a monthly conference call with Center staff. Within 30 days after the close of the grant, the grantee shall provide a narrative report (using a template provided by the Center) on the project and its findings. Grantees must be willing to share project lessons learned with peers in their own states and nationally via reports, webinars or presentations (as schedules permit) as well as to work with Center staff on developing a brief story about their project. Finally, grantees are expected to participate in an interview with Center staff 12 months after the grant ends regarding the status of the funded work at that point in time.
If the grant is to be used in whole or in part for research involving human subjects as defined in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance), the grantee shall certify that the research will be conducted in compliance with the ethical standards and the criteria for approval and conduct of research set forth in 45 C.F.R. Part 46 and related guidance and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.

**Use of Funds**

Funds may be used for project activities that are necessary for achieving the project’s goal(s). Funds may be used for project staff salaries and benefits, consultants, supplies, travel, other direct costs, contractual costs and indirect costs (*up to 12%*). Grantees may propose to subcontract with others. Please include subcontract costs in the **Budget Narrative Table** and **Contract Budget and Fact Chart** (found in **Appendix A**). Subcontractors must gain pre-approval from the Center.

**Excluded expenses** — Equipment purchases, capital renovations and facility expansion will not be allowable for this funding opportunity. In keeping with the funder’s policy, grant funds may not be used to subsidize individuals for the costs of their health care, to support clinical trials of unapproved drugs or devices, to construct or renovate facilities, for lobbying, or as a substitute for funds currently being used to support similar activities. Grant funds may not be used to deliver shared services.

**How to Apply**

Please submit your proposal using the **Proposal Template** in **Appendix A** and also including a timeline and letters of support as described in **Appendix B**. The documents can be combined into a single pdf or may be sent as multiple pdfs.

Email your completed application as an attachment to **PHSharing@khi.org** no later than 5:00 PM CDT on September 11, 2020. In fairness to all applicants, applications that are incomplete or received after the deadline for any reason will not be accepted or reviewed.

**Summary of Milestone Dates**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 11, 2020</td>
<td>Proposals due to the Center</td>
</tr>
<tr>
<td>September 18, 2020</td>
<td>All applicants notified of selection status</td>
</tr>
<tr>
<td>October 16, 2020</td>
<td>Projects start</td>
</tr>
<tr>
<td>November 13, 2020</td>
<td>Monthly check-in calls with Center staff begin</td>
</tr>
<tr>
<td>June 11, 2021</td>
<td>Funded projects end</td>
</tr>
<tr>
<td>July 16, 2021</td>
<td>Final narrative reports due</td>
</tr>
</tbody>
</table>

**Notice to Applicants**

The Center for Sharing Public Health Services reserves the right to modify the terms of the CFP (Call for Proposals) with reasonable notification to all interested parties via email and the Center website. This CFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The Center may cancel or delay this solicitation at any time at its own discretion. Anything to the
contrary notwithstanding, the contract executed by the Center and the selected applicant, if any, will be the exclusive statement of rights and obligations extending from this solicitation.

**Applicant Questions**

For questions regarding this CFP, please email PHSharing@khi.org. Answers will be provided within one business day and posted in a Frequently Asked Questions (FAQ) section (https://phsharing.org/small-grant-opportunities/). No identifying information about the person or organization will be posted.

General contact information is as follows:

Sydney McClendon  
Center for Sharing Public Health Services  
Kansas Health Institute  
212 SW Eighth Avenue, Suite 300  
Topeka, Kansas 66603

**Phone**: (785) 233-5443 | **E-mail**: PHSharing@khi.org | **Website**: www.phsharing.org

**The Robert Wood Johnson Foundation**

The Robert Wood Johnson Foundation (RWJF) is providing financial support for this initiative. For more than 40 years, RWJF has worked to improve health and health care. The Foundation is striving to build a national Culture of Health that will enable all to live longer, healthier lives now and for generations to come. For more information, visit www.rwjf.org. Follow the Foundation on Twitter at www.rwjf.org/twitter or on Facebook at www.rwjf.org/facebook.
Appendix A: Proposal Template
Directions: Cut and paste the following template (through page 9) into a separate document for your proposal.

PROPOSAL TO INCREASE THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN PUBLIC HEALTH

GENERAL INFORMATION

Legal Name of Organization:

Tax Identification Number:

Contact Person for Application:

Email Address:

Street Address:

Phone:

Name and Title of signature authority:

☐ By checking this box, the applicant indicates they have reviewed the contract template in Appendix C and if a contract is awarded, do not foresee any difficulties in their ability to agree to the terms and conditions.

Which best describes your organization? (Select only one)

☐ State or local government public health agency or a military public health department;
☐ American Indian/Alaska Native tribe or tribal entity recognized by the U.S. federal government or by a state; or
☐ Nonprofit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Service Code.

Which classification describes your proposal? (Refer to page 2 of the CFP for a detailed description of each). (Select only one)

☐ Specific CJS arrangement; or
☐ Use of CJS as a systems change tool.
PROJECT NARRATIVE (Limit to five pages, double-spaced, minimum 12-point font and 1-inch margins)

1. Project Description

Please describe the following:

- If applicable, a description of CJS work completed to date;
- The goal of the CJS effort and the rationale for this work;
- How you anticipate the CJS work will advance health equity in participating jurisdictions;
- The project’s goals and major activities; and
- Any expected products and any anticipated work beyond the project period.

2. Challenges

Describe any challenges you anticipate and how they will be addressed.

3. Measures of Success

Please provide measures you will use to determine that your project was successful: (a) during the project period; and (b) within 12 months after the project period has ended.

4. Project Team and Subcontractors

Include information on partner organizations, project leadership, and any subcontractors (if relevant). List the project team members and their roles in the project.
Small Grants Program

**Budget Information** Complete the budget table, the budget narrative table, and if applicable, the contract budget and fact chart(s).

**Budget**

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Amount Requested</th>
</tr>
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<tbody>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
</tr>
<tr>
<td>a) Salary and Wages</td>
<td>$</td>
</tr>
<tr>
<td>b) Fringe Benefits (not to exceed 25%)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Other Direct Costs</strong></td>
<td></td>
</tr>
<tr>
<td>c) Travel</td>
<td>$</td>
</tr>
<tr>
<td>d) Meeting Expenses</td>
<td>$</td>
</tr>
<tr>
<td>e) Other (e.g., photocopies, long distance, supplies, etc.)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Purchased Services</strong></td>
<td></td>
</tr>
<tr>
<td>f) Consultants</td>
<td>$</td>
</tr>
<tr>
<td>g) Contracts</td>
<td>$</td>
</tr>
<tr>
<td>h) Subtotal (Personnel + Other Direct Costs + Purchased Services)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Indirect Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Specify rate, not to exceed 12%; %</td>
<td></td>
</tr>
<tr>
<td>j) Indirect Costs = Rate (%) x Subtotal from line h</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL (line h + line j)</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

**Budget Narrative**

<table>
<thead>
<tr>
<th>Category</th>
<th>Narrative</th>
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<tbody>
<tr>
<td><strong>Personnel</strong></td>
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</tr>
<tr>
<td>Salary and Wages</td>
<td></td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>(not to exceed 25%)</td>
</tr>
<tr>
<td><strong>Other Direct Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td>Meeting Expenses</td>
<td></td>
</tr>
<tr>
<td>Other (e.g., photocopies, long distance, supplies, etc.)</td>
<td></td>
</tr>
<tr>
<td><strong>Purchased Services</strong></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
</tr>
<tr>
<td>Contracts *</td>
<td></td>
</tr>
</tbody>
</table>

In-Kind Support

*If contracts are a part of your proposed budget, you must complete one Contract Budget and Fact Chart for each contract. Copy and paste the chart below if there are multiple contracts. Enter “TBD”*
when information is not yet known. If there are no contracts, delete these instructions and the chart shown below.

**Contract Budget and Fact Chart**

<table>
<thead>
<tr>
<th><strong>Contractor Name</strong></th>
<th></th>
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<tbody>
<tr>
<td><strong>Contract Start Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contract End Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Scope of Work</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Deliverables</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost Justification</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Category Descriptions**

**Salary and Wages**: For each requested position, please describe the scope of responsibility and assets for each position, relating it to the accomplishment of proposal objectives.

**Fringe Benefits**: Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed. Fringe benefits may not exceed 25%.

**Travel**: Please provide clear travel information regarding who, when, where, why, and how, and how it relates to or supports specific project objectives.

**Meeting Expenses**: This category includes costs such as venues, working lunches and other items necessary for meetings. Provide justification for each item and relate it to specific proposal objectives.

**Other**: This category includes administrative costs such as telephone, printing, postage, copying, information technology (IT) services, and other costs associated with supporting your project. Individually list each item requested and provide appropriate justification related to the program objectives.

**Consultants**: This category is appropriate when hiring an individual to give professional advice or services (e.g., technical or skilled consultant, etc.) for a fee but not as an employee of the contracted organization. If applicable, please describe the method of selection for a consultant, name (if known), scope of work, and expected rate of compensation, including travel.

**Contracts**: A subcontractor is an entity that performs duties that are either the same as or directly related to the scope of work of the project. Their efforts contribute directly to the outcome of the project. Please provide the method of selection of a subcontractor, the name of the contractor, scope of work, method of accountability, and budget.

**Indirect Costs**: Indirect costs may not exceed 12%.

**In-Kind Support**: Please list any additional funding, project space, personnel, and other resources not included within this budget but provided for in-kind.
Appendix B: Directions for Project Timeline and Letters of Support

PROJECT TIMELINE

Provide a proposed timeline of activities and major milestones within the project period. ALL PROJECTS MUST BE COMPLETED BY JUNE 11, 2021.

LETTERS OF SUPPORT

Include letters of support from each participating jurisdiction and partner organization to demonstrate a commitment to the success of the project. The use of form letters is discouraged.
Appendix C: Contract Template

This Agreement is made and entered into by and between Kansas Health Institute ("KHI") and ___________________________ ("Contractor") to become effective upon the last date executed by the parties of this Agreement. This Agreement and Exhibits (collectively “Contract Documents”), and any modifications thereto approved by KHI, record the terms and conditions of the parties’ Agreement and how they wish to regulate their relationship.

1. Award Amount and Term: Firm-Fixed-Price of $_____________
   Term: __________________ – _____________

2. Scope of Work: The Center for Sharing Public Health Services ("Center") is a national initiative funded by the Robert Wood Johnson Foundation and is managed by KHI. The Center provides access to tools, techniques, expertise and resources that support better collaboration and sharing across boundaries. The purpose of this Agreement is to support efforts to plan, implement or improve cross-jurisdictional sharing (CJS) arrangements and to use real-life experiences to assist the Center in expanding its knowledge in some specific areas of CJS. The “Project”, as described herein and as further described on Exhibit A – Proposal and Budget attached hereto and made a part of this Agreement.

   A. Project Aims. The primary activity of this award is to partially cover costs associated with [to be tailored to the Project]

   B. Project Meetings. As requested by the Center, Contractor will participate in monthly meetings via telephone or online audio/video conference with staff from the Center that will be approximately one (1) hour each. Meetings will be scheduled at mutually agreeable times between the Center and Contractor.

   C. Project Milestones and Deliverables. Contractor will complete the following milestones and deliverables with the deliverables noted with an “*”:
   
   • [to be tailored to the Project]

   D. Final Reporting. Contractor will provide to KHI a final Narrative Report no later than ______________ on project activities through _____________ based on Contractor’s progress against the scope of work. KHI shall provide the report template to Contractor no later than 30 calendar days before the report is due. Contractor shall retain all such reports for at least four (4) years after expiration of the contract term.

   E. Knowledge Sharing. Contractor will provide to Center staff any relevant tools, templates, plans and any other documents which may be added to the Center’s document library. Additionally, Contractor agrees to contribute a reasonable level of effort following conclusion of the Project in assisting the Center staff to share project lessons learned with peers both locally and nationally and to develop a brief story about the Project.
F. **Follow-up Evaluation.** Contractor agrees to participate in a brief survey or interview with Center staff approximately 12 months after the conclusion of the Project regarding the status of intended intermediate term outcomes of the Project.

3. **Payment Schedule:** Subject to acceptable performance under this Agreement, amounts will be advanced to Contractor based upon the schedule set forth below and only after submission of an invoice to contracts@khi.org. Notwithstanding any other provision of this Agreement to the contrary, KHI reserves the right to modify the payment schedule at any time. Should KHI have questions on the invoice or the performance of Contractor’s work, KHI shall seek resolution. Otherwise, payments will be made within 15 days of an acceptable invoice.

<table>
<thead>
<tr>
<th>Schedule Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon contract execution</td>
<td>$</td>
</tr>
<tr>
<td>Upon KHI Acceptance of all deliverables and the Final Narrative Report</td>
<td>$</td>
</tr>
</tbody>
</table>

4. **Anti-Discrimination Policy:** Contractor agrees that in performing its obligations with respect to the Project, it will do so without regard to race, color, religion, national origin, ancestry, disability, veteran status, genetic information, age, sexual orientation or gender (except in instances when age or gender is a stated condition of admission to the Project and is so disclosed in Contractor’s proposal to KHI), or any other basis made unlawful by applicable federal, state, or local law, ordinance, or regulation.

5. **Monitoring/Site visits:** KHI reserves the right to monitor and conduct reviews of Contractor’s operations that are related to this contract. That may include site visits, records and materials reviews, and discussions of Contractor’s activities and with Contractor’s personnel. Contractor agrees to make available, upon reasonable notice and during regular business hours, personnel (including members of its governing body) for any discussion with KHI representatives, which KHI determines in good faith is necessary to determine compliance with, or progress toward, the purposes of this contract.

6. **Expenditure of Funds:** Contractor will directly administer the Project and agrees that funds paid under this Agreement will be used exclusively as set forth in the Contract Documents. No part of the contract funds may be used (i) to lobby (within the meaning of IRC 501(c)(3)); (ii) to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1); (iii) to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of IRC 4945(d)(2); (iv) to grant an individual for travel, study, or similar purposes (within the meaning of IRC 4945(d)(3) without prior approval; (v) for equipment purchases, capital renovations, and facility expansion; or (vi) to subsidize individuals for the costs of their health care, to support clinical trials of unapproved drugs or devices, or as a substitute for funds currently being used to support similar activities. If any portion of the funds are...
used for purposes other than described within the Contract Documents, Contractor shall repay KHI that portion of the funds, and any additional amounts in excess of such portion necessary to affect a correction. This Agreement shall not be construed to imply any future funding commitment by KHI. KHI reserves the right to take such actions as it deems necessary to preserve its original objectives for the Project (including without limitation, restricting KHI monies to payment of certain items or reducing support consistent with the material change(s)). If other means cannot accomplish preservation of the original objectives, then KHI may terminate this Contract as provided in this Agreement.

7. **Contract Termination:** KHI, in its sole discretion, may terminate this Agreement if (i) in KHI's judgment, Contractor becomes unable (or is likely to become unable due to the loss of key personnel or otherwise) to carry out the purposes of the contract, ceases to be an appropriate means of accomplishing the purposes of the contract, or fails to comply with any of the terms of this Agreement; (ii) Contractor is dissolved, fails to operate, or violates the purpose for which funds are contracted due to misuse or misapplication of funds; or (iii) KHI loses its funding related to the Project. The right to terminate includes the right to suspend payment.

If this contract is terminated prior to the scheduled completion date, Contractor shall, upon request by KHI and in addition to its other obligations under this Agreement, promptly provide to KHI a full accounting of the receipt and disbursement of funds under the Agreement as of the effective date of termination. The Contractor shall promptly repay all contract funds unexpended as of the effective date of termination and all contract funds expended for purposes or items allocable to the period of time after the effective date of termination. Nothing contained in this paragraph shall limit or prevent KHI from taking legal action to obtain repayment of funds already expended by Contractor which were not applied in accordance with the terms of this Agreement.

8. **Primary Contacts:** The primary contacts for the parties are defined below.

**Kansas Health Institute**
212 SW 8th Avenue, Suite 300
Topeka, KS 66603-3936
Ph: 785-233-5443

Nancy Ruf / Grants and Contracts Coordinator
contracts@khi.org

Gianfranco Pezzino / Center Director
gpezzino@khi.org or phsharing@khi.org
9. **Copyright and Use of Data:** All materials produced as a result of this Agreement are owned by the Contractor. Contractor hereby grants to KHI and the Center a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license to others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this contract. Contractor represents and warrants that the material produced under this Agreement will be original and not infringe upon any copyright or any other person, and has not previously been published.

10. **Indemnification:** To the extent permitted by law, each party hereto shall indemnify, defend, and save harmless the other party, their officers, agents, and employees, from any loss, liability, claim, damage and expense arising from or attributable to any acts or omissions of the indemnifying party, its officers, agents and employees in performing its obligations under this Agreement, including without limitation for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

11. **Miscellaneous:**

   A. **Choice of Law and Venue.** Contractor’s rights and obligations under this Agreement are specific to Contractor, which may not assign its rights or obligations hereunder to any person or entity not already identified within Exhibit B. This Agreement is governed by and construed in accordance with the laws of the State of Kansas. Venue for any disputes arising hereunder will be in the courts located in Shawnee County, Kansas.

   B. **Project Initiation.** Contractor and KHI assume that implementation of the Project will begin by the start-up date reflected herein. If the inability to recruit staff or other unforeseen circumstances delays the Project’s implementation, Contractor agrees to notify KHI in writing immediately. KHI may, upon reasonable request, delay the start-up date if the Contractor indicates that it desires to continue to work toward implementation. Any such delay will automatically delay the payment scheduled to occur at contract execution by a like time; however, the Project end date and final reporting date shall remain unchanged. If start-up is not achieved within 60 calendar days after the initial start-up date, this Agreement may be treated as automatically terminated unless KHI is petitioned for a further delay and KHI, in its sole and complete discretion, permits such further delay.
This Agreement, and the documents referenced herein, set forth the full understanding of the terms and conditions under which this Agreement is being made. To the extent any provision of this Agreement conflicts with any provision of the Exhibits, the provision of this Agreement shall control. The Agreement shall not be changed or modified, in whole or in part, except by an instrument in writing, signed by both parties hereto, or their respective successors or assignees. The persons signing below represent they are authorized by their respective parties to do so and intend to enter into a binding Agreement between the parties.

“KHI”

Kansas Health Institute

By: ______________________________________  Date: _____________

Robert F. St. Peter, MD, President and CEO

“Contractor”

____________________________________

By: ________________________________________  Date: _____________

Typed Name / Title

Exhibit A – Proposal and Budget