

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”), with funding from the Robert Wood Johnson Foundation, is offering small grants to support work on cross-jurisdictional sharing (CJS) arrangements. While all applications will be reviewed, preference will be given to applicants that address one or more of the priority topic areas listed in *Table 1* (see pages 3-4 for more detail).

Applications must be submitted by 5:00 PM CDT on Monday, May 17, 2021. Up to 5 awards will be made for an amount of up to \$10,000 for a project period of eight months. Shorter projects will be considered, but all projects must conclude by March 18, 2022.

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.

*Table 1. Priority Topic Areas**

| |
|---|
| 1. Health Equity: Advancing health equity via a CJS arrangement (e.g., addressing structural racism, social determinants of health). |
| 2. Community Health Improvement: Implementing a community health improvement plan (CHIP) via a CJS arrangement. |
| 3. Public Health Modernization: Implementing foundational public health services, cultivating the role of chief health strategist, or addressing other aspects of Public Health 3.0 via a CJS arrangement. |
| 4. Impact of CJS: Measuring the impact of a specific CJS arrangement. |

*Applications that address other topics will be considered.

Please note: This grant opportunity will **not** support “as-needed” types of CJS arrangements (see [Spectrum of Sharing Arrangements](#)); 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 (see [Roadmap to Develop Sharing Initiatives in Public Health](#)). Finally, applicants are welcome to submit more than one application but are eligible to receive only one award.

Background

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 (funding partner). The Center is focused on exploring and promoting the value of cross-jurisdictional sharing (and resource sharing in general) to improve the effectiveness, efficiency, and equity of access to and delivery of public health services.

Cross-jurisdictional sharing (CJS) is when partners share resources across their respective organizational boundaries (e.g., population served, service area, district, or geopolitical jurisdictions) to improve organizational capacity, address public health issues more effectively and efficiently, advance health equity and address problems that cannot easily be solved by a single organization or jurisdiction.

Even though CJS can involve different types of organizations, the work of the Center is primarily aimed at exploring the role of governmental public health agencies in sharing resources outside of their organizational boundaries with other government or non-government entities.

The Center also 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/>. The Center strongly encourages potential applicants to familiarize themselves with the resources developed by the Center, particularly the [Roadmap to Develop Sharing Initiatives in Public Health](#) (“Roadmap”), the [Spectrum of Sharing Arrangements](#) (“Spectrum”), and the [Factors that Contribute to a Successful Sharing Arrangement](#) (“Success Factors”). These documents represent important concepts for all initiatives funded or supported by the Center. Note that some of these documents are currently under revision and may be updated prior to the submission deadline for this opportunity. Key concepts will remain the same between versions, however, making either a helpful resource for completing a proposal.

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 and to learn from these real-life experiences.

This funding opportunity is available for proposals that support a specific CJS arrangement, including proposals to plan, implement or improve (but not explore) specific sharing agreements in the [Spectrum](#) categories *Service-Related Arrangements*, *Shared Programs or Functions*, or *Regionalization/Consolidation*.

For this round of small grants, the Center is focused on the following four priority areas: health equity, community health improvement, public health modernization and the impact of CJS. While these are the issues the Center is prioritizing in the current round of small grants, applications that address other topics will be considered.

1. Health Equity

The Center is looking to support CJS efforts that address health equity, defined as everyone having a fair and just opportunity to attain their optimal health regardless of race, ethnicity, disability, gender identity, sexual orientation, or socioeconomic status.

The spread of COVID-19 has shined 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 directed to these populations. In addition, 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.

Numerous scientific studies also continue to demonstrate that factors related to “place” (i.e., where people are born, grow, live, work and age) have a tremendous impact 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. Examples of CJS efforts to address health equity could include:

- A health department working with community partners to develop and implement a joint strategic plan for addressing structural racism in their community.
- Multiple health departments pooling resources to fund a shared epidemiologist position focused on producing actionable, local data highlighting health inequities and the impact of social determinants of health in the community.
- Utilizing a multi-health department CJS arrangement to jointly complete the Health Equity Supplement of the Mobilizing for Action through Planning and Partnerships (MAPP) process.

2. Community Health Improvement

A community health improvement plan (CHIP) is a long-term, systematic effort to address public health problems based on the results of community health assessment (CHA) activities and the community health improvement process. Producing and implementing a CHIP is an important tool for advancing the health of a population a health department serves, as well as a standard for accreditation. Because the CHIP is intended to describe how community partners and the health department will work together to address community-driven health goals — and the necessary work typically extends beyond what a health department can do alone — CJS is a prime mechanism to implement a CHIP.

Examples of how CJS arrangements could be used to implement a CHIP include:

- Leveraging a CJS arrangement to develop a consistent data reporting system across community partners to measure progress toward population health indicators included in a CHIP.
- A health department and school sharing resources to operationalize a CHIP strategy around increasing access to health and preventive services for youth.

3. Public Health Modernization

In the last decade, several states and local health departments have worked to modernize their public health systems, such as through implementing foundational public health services or elements of Public Health 3.0. Establishing [foundational public health services](#), a framework which highlights necessary

Small Grants Program

public health infrastructure and program areas, is one way that systems can ensure that all individuals have an opportunity to be healthy in their communities.

Likewise, [Public Health 3.0](#) offers a framework for governmental public health to modernize and move toward promoting an equitable level of health for all. There are multiple recommendations for how health departments can achieve Public Health 3.0, such as embracing the role of chief health strategist in their communities, forming cross-sector partnerships, and producing and sharing actionable data.

Through these frameworks and others, CJS can play a role in helping modernize public health systems. Examples of how CJS could contribute to modernization include:

- Developing regional shared service centers to ensure the provision of specific foundational public health services.
- State and local health departments engaging with tribal governments to implement foundational public health services across jurisdictions.

4. Impact of CJS

Finally, given that a key focus of the Center is promoting the value of CJS, the small grants program also serves as an opportunity to measure the impact of sharing resources. CJS can result in multiple outcomes, such as improved efficiency, effectiveness or equitable access to services. More information on developing a plan to measure the impact of CJS can be found in the Center resource [Measuring the Impact of Cross-Jurisdictional Sharing in Public Health](#).

Examples of efforts to measure the impact of CJS include:

- A consolidated health department measuring changes in services offered, resources expended and employee satisfaction following the merger of two health departments.
- Assessing savings associated with transitioning from multiple county community health assessments to a singular regional community health assessment.

The priority topics are not necessarily mutually exclusive, and applications may address more than one. Applicants are welcome to submit more than one application but are eligible to receive only one award. For funded applications, Center staff will provide feedback and technical assistance (TA), beginning with providing input to finalize workplans, with continued TA as needed throughout the duration of the funding period.

Eligibility and Qualifications

To be eligible for this award, the application must meet 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
 - 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.

Small Grants Program

- The proposal must include efforts to plan, implement or improve a CJS arrangement that involves **at least** one governmental public health agency.

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:

- The proposal addresses one (or more) of the priority topic areas listed in *Table 1* (page 1) and described in more detail beginning on page 3. While preference will be given to proposals that meet this criterion, proposals that address other areas will be considered.
- The proposal offers potential learning for the Center.
- The goals of the proposal are clearly articulated.
- The proposal identifies possible challenges and realistic, effective strategies to overcome them.
- The proposal includes short-term and intermediate measures of success that are clear and relevant to the stated goals of the project. Short-term measures are those that can be achieved within the project period, while intermediate measures 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 March 18, 2022. 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. ***By submission of a proposal, you are acknowledging acceptance of the contract terms and conditions.*** If your CEO, Executive Director or other authorized representative needs other approval before signing any resulting contract (e.g., colleges or county commissions), please state that within your proposal.

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 virtual meeting 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

Small Grants Program

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 our funding partner'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 include 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 May 17, 2021. 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

| | |
|----------------------------|---|
| May 17, 2021 (5:00 PM CDT) | Proposals due to the Center |
| June 11, 2021 | All applicants notified of selection status |
| July 19, 2021 | Projects start |
| March 18, 2022 | Funded projects end |
| April 18, 2022 | Final narrative reports due |

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 Sydney McClendon at PHSharing@khi.org. Answers will be provided within two business days 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 is providing financial support for this initiative.

For more than 45 years the Robert Wood Johnson Foundation has worked to improve health and health care. The Foundation is working alongside others to build a national Culture of Health that provides everyone in America a fair and just opportunity for health and well-being. 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 template (through page 12) 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 (Select only one):

- 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; or
- By checking this box, the applicant indicates they have reviewed the contract template in Appendix C and if a contract is awarded, would like to negotiate one or more of the terms and conditions (please provide specifics); or
- By checking this box, the applicant indicates they have reviewed the contract template in Appendix C and if a contract is awarded, would not know of acceptance of the terms and conditions until it is submitted through their approval process (e.g., colleges or county commissions).

Which best describes your organization? (Select only one)

- State or local government public health agency or a military public health department; or
- 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.

Name of health department(s) involved in this proposal:

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;*
- *Which priority area, if any, your proposal will address;*
- *The project's goals and major activities;*
- *Participating partner organizations, leadership and any subcontractors (if relevant), as well as each partner organization's "jurisdiction" (e.g., district, population served, service area, geopolitical unit such as a county, etc.)*
- *Project team members and their roles; and*
- *Any expected products and 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 in achieving its goals: (a) during the project period (short-term measures); and (b) within 12 months after the project period has ended (intermediate measures).

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

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

Budget Narrative Table

| Category | Narrative |
|---|-----------|
| Personnel | |
| <i>Salary and Wages</i> | |
| <i>Fringe Benefits (not to exceed 25%)</i> | |
| Other Direct Costs | |
| <i>Travel</i> | |
| <i>Meeting Expenses</i> | |
| <i>Other (e.g., photocopies, long distance, supplies, etc.)</i> | |
| Purchased Services | |
| <i>Consultants</i> | |
| <i>Contracts *</i> | |
| 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"

Small Grants Program

when information is not yet known. If there are no contracts, delete these instructions and the chart shown below.

Contract Budget and Fact Chart

| | |
|----------------------------|--|
| Contractor Name | |
| Contract Start Date | |
| Contract End Date | |
| Scope of Work | |
| Deliverables | |
| Total Cost | |
| Cost Justification | |

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/major milestones within the project period. All projects must be completed by March 18, 2022.

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 resource 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

Small Grants Program

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.

| Schedule Date | Amount |
|--|--------|
| Upon contract execution | \$ |
| Upon KHI Acceptance of all deliverables and the Final Narrative Report | \$ |

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

Small Grants Program

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

[Award Recipient] _____

Name:

email:

Ph:

- 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.

Small Grants Program

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