

Letter of Agreement

Title of Project:	Shawnee County Targeted Intervention and Prevention Strategies (TIPS) Program
Grant #:	R-2407-81441304433
Applicant Organization:	Shawnee County Health Department
Grant Start Date:	02/01/2025
Grant End Date:	01/31/2026
Total Approved Amount of Grant:	\$186,991.00
Key Contact for Project:	Carrie Delfs

Scope of Work: Grant funds to implement overdose prevention and harm reduction strategies in Shawnee County. Funds support staffing, awareness campaign, harm reduction supplies, travel, equipment, and capital costs for a harm reduction vending machine. All grant expenses must align with the grantee's board approved KFA budget. The Shawnee County Targeted Intervention and Prevention Strategies (TIPS) Program project described in your proposal, includes any amendments thereto approved by the Sunflower Foundation in writing ("Project").

THIS LETTER OF AGREEMENT ("Agreement"), made and entered into December 31, 2024 by and between:

Sunflower Foundation: *Health Care for Kansans* ("Foundation") in its role as providing grant administration support to the Kansas Fights Addiction Grant Review Board ("KFA Board") and the Office of the Attorney General ("OAG") under the Kansas Fights Addiction Act ("KFA")

AND

Shawnee County Health Department ("Grantee").

This Agreement establishes the terms upon which the KFA Board will grant up to \$186,991.00 ("Grant Funds") to Grantee, commencing approximately February 1, 2025.

- Purpose.** The Grant Funds shall be used exclusively for the Project summarized in the scope of work above and detailed in the Grantee's Proposal as approved by the Foundation ("Proposal") and shall be expended and incurred within the time period specified in the Proposal. If all or any portion of the Grant Funds are not used within the time specified in the Proposal, or within an extension of that time approved by the Foundation, unspent Grant Funds shall be returned to the Foundation. Any funds not yet distributed to the Grantee at that time shall remain undistributed.
- Distribution of Funds.** Following receipt of an executed copy of this Letter of Agreement and any other documentation required by the Foundation, the Foundation will generally distribute funds for the Project on the following schedule:

<u>Scheduled Date*:</u>	<u>Amount:</u>
02/28/2025	\$46,747
04/30/2025	\$61,707
08/30/2025	\$32,723
10/31/2025	\$32,723
03/31/2026	\$13,091

*Please note that the final Grant payment will typically be made within 30 days of receipt and approval of the final report. It is expected that all grant funds will be expended by the Grantee prior to the end of the grant period. The final disbursement of grant funds is disbursed on a reimbursement basis, unless another form of disbursement is approved by the KFA Board.

The Foundation reserves the right to alter this distribution schedule at any time in its sole, unfettered discretion. The Foundation will notify the Grantee of such a decision within a reasonable period after it is made.

The Grantee shall not subgrant or otherwise redistribute Grant Funds to any other organization or entity other than those specified in the Proposal without the prior written approval of the Foundation.

3. **Administrative Relationship.** The Grantee shall be solely responsible for administering the Project, and the Foundation shall have no responsibility for such administration. This Agreement grants the Foundation no administrative control over the Grantee or its operations. The Foundation and Grantee agree that this Agreement does not create a principal/agency relationship between them, Grantee shall not, by omission or commission, foster any belief with third parties that such a relationship exists.
4. **Use of Grant Funds.** Grant Funds must be used for projects and activities that prevent, reduce, treat, abate, or mitigate the effects of substance abuse and addiction in accordance with the Project.

No part of the Grant Funds shall be used to carry on propaganda, lobbying, or otherwise attempting to influence legislation. No part of the Grant shall be used to directly or indirectly participate or intervene in (including through the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office, nor shall any part of Grant Funds be used to make any political contributions.

No part of the Grant Funds shall be used to supplant any other source of funding for the Project or the Grantee's other operations or expenses. While Grant Funds may be used to supplement existing funding sources, such Grant Funds must not be used to supplant

existing funding by replacing, displacing, reimbursing, or otherwise substituting funding or payments for services, salaries, activities, or other expenses including but not limited to positions or services that are reimbursed by private insurers, public insurers, or other grants or payors.

5. **Accounting and Audit.** The Grantee agrees to maintain records of receipts and expenditures relating to the Project and use of Grant Funds. All financial and other records relating to the Project shall be made available, upon request, at the Grantee's regular place of business for review or audit by the Foundation personnel, or its designated representatives, at any time during the term of the Project and for a period of one year following the expiration or termination of the Grant. The Foundation shall give reasonable notice to the Grantee when an audit is to occur and shall inform the Grantee of all material audit findings. Any material discrepancies disclosed by the audit, if not corrected to the Foundation's satisfaction within a reasonable period of time, shall be a ground for Termination under paragraph 12 of this Agreement.
6. **Scope of Work.** The Grantee agrees to notify the Foundation prior to any anticipated changes in the scope of work of the Project as previously approved by the Foundation. No changes in scope shall be undertaken without the prior written approval of the Foundation. The Foundation will generally respond to requests for changes of scope within 14 business days from the date such request is received by the Foundation. If written approval is not expressly given, the request shall be deemed to be denied.
7. **Budget.** The approved Project budget, a copy of which is attached, is hereby incorporated as part of this Agreement. In the event the Grantee experiences unexpected program changes which result in the anticipated expenditures varying by any more than 10% of any one approved budget category, a budget modification request must be submitted to Sunflower Foundation in advance of expenditure and implementation. The required budget modification form shall be requested from Sunflower Foundation. No budget increase to the total Grant award will be considered.

Any personnel changes within the Project, including salaries and/or benefits, must be approved by the Foundation prior to implementation. Total benefits shall not exceed 25% of total salaries.
8. **Reports.** The Grantee shall furnish the Foundation with the KFA Progress Report (Narrative) and interim Financial Report (if required or requested). The KFA Final Report (Narrative) and final Financial Report will be required at the end of the Grant according to the following schedule. See Grant Report Guidelines, for further details on reporting requirements; these Guidelines are incorporated herein by reference.

Due Date:

07/31/2025

Report:

KFA Progress Report &
Financial Report

9. **Evaluation.** The Foundation may, at its own expense, conduct one or more evaluations of the Project, which may include visits by Foundation representatives to observe programs, procedures, and personnel. The Grantee agrees to make available, upon reasonable notice and during regular business hours, all relevant data and personnel, including members of its governing body, for discussion of the Project with Foundation representatives. The purpose of any such evaluation visits shall be to determine the progress and/or outcomes of the Project and, if necessary, assure compliance with the Proposal, this Agreement, and with the Project budget.

10. **Acknowledgement and Publicity.** All news releases, published research, shared data, project brochures and other publicity associated with the Project shall acknowledge the funding from the Kansas Fights Addiction Fund under this Agreement as follows:

Funding for this project was provided (*in part) by a grant approved and awarded by the Kansas Fights Addiction Grant Review Board with grant administration support from the Sunflower Foundation: Health Care for Kansans.

However, any acknowledgement or publicity that identifies the KFA Board, OAG, or the Foundation in connection with this Grant requires prior written approval by the Foundation before dissemination or publication. Additionally, copies of any such communications that refer to the KFA Board, OAG, or the Foundation in this context must be promptly provided to the Foundation. Where the above statement is not consistent with the available space or intended communication, Grantee will contact the Foundation to request modifications to that language.

11. **Status.** The Grantee represents that it is a "qualified applicant" as defined in KSA 75-776(g). The Grantee further represents that is either (i) a nonprofit, tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code") and is not a "private foundation" or "supporting organization" as defined in Section 509(a) of the Code, or (ii) is a "governmental unit" defined in Section 170(b)(1)(A)(v) of the Code. Should Grantee receive, during the term of the Grant, any notification of a proposed, pending, or actual change in its status, Grantee shall immediately notify the Foundation in writing.
12. **Termination.** This Agreement may be terminated, and the Grant cancelled in whole or in part, upon the request or direction of the KFA Board or OAG. Examples of circumstances that could potentially result in a termination of the Grant include:
- after a reasonable review, it determines that Grantee is not making satisfactory progress toward achieving the goals of the Project;
 - the Grantee fails to meet the terms and conditions of this Agreement;

- c. The Grantee materially changes its ownership, management, business or governance structure, tax or "qualified applicant" status, or operational purpose without the prior written consent of the Foundation;
- d. the Grantee experiences, or is reasonably expected to experience, a substantial change in its financial condition which threatens its continued operations or;
- e. the Grantee transfers or attempts to transfer Grant Funds to any entity, organization, or person not reflected in the approved Project documents without the prior written approval of the Foundation.

If the Grant is terminated prior to the scheduled completion date, Grantee shall fully account to the Foundation for the receipt and disbursement of all Grant Funds as of the effective date of termination. Grantee shall repay, within thirty days of such effective date, all unexpended Grant Funds and reimburse Foundation for any Grant Funds expended after the effective termination date.

Nothing in this paragraph or this Agreement shall limit or prevent the Foundation from taking any legal action necessary to effect repayment of Grant Fund that were not expended in accordance with this Agreement.

- 13. **Use of Data.** The Foundation shall retain a nonexclusive, irrevocable, royalty-free license to use, and to license others to use, any and all data collected in connection with the Project in any and all forms in which such data are compiled.
- 14. **Copyright.** The Grantee shall own all copyright interest created as a result of the Project.
- 15. **Property and/or Capital.** Title to all property and equipment purchased with Grant Funds shall vest in the Grantee. All property and equipment purchased with Grant Funds must be used for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction in accordance with the Project.

Grant funds may be used for the upfront purchase of a naloxone vending machine. Grantee agrees to maintain such property in good working order during the grant Project Period and cover any associated costs including but not limited to operating, inventory, and maintenance. Grantee agrees to support any ongoing costs beyond the first year.

- 16. **Open Meetings/Open Records.** The Sunflower Foundation is subject to the Kansas Open Meeting Act (K.S.A. 75-4317 *et seq.*) and the Kansas Open Records Act (K.S.A. 45-215 through 45-223). Any information received from the Grantee, including the Proposal, evaluation reports, narrative reports, budget reports, as well as Foundation reviews of Grantee reports, is subject to disclosure to the public under the provisions of these Acts and the Code.
- 17. **Project Time Period.** Work on the Project shall begin within 90 days of the date upon which the Grantee receives Grant Funds. If such work does not begin within 90 days, the grant shall automatically terminate, unless the Foundation in its sole discretion approves an extension in writing. The Project shall be completed within the time frame reflected in the Proposal. Grantee's right to expend Grant Funds shall terminate as of the Project

completion date unless the Project completion date is extended by the Foundation in writing in its sole discretion. If an extension request is denied, the Grant shall terminate as of the originally scheduled Project completion date, and the provisions of paragraph 12 regarding termination shall apply.

18. **Hold Harmless/Indemnification.** To the extent allowed by Kansas Law, Grantee agrees to indemnify and hold harmless the KFA Board, the OAG, and the Foundation (and their respective officers, trustees, employees and agents) (collectively "Indemnified Persons"), against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, which may be imposed upon, or incurred by, or asserted against, any of the Indemnified Persons on account of acts or omissions arising out of, or related to, the Project. If any claim of any sort is brought against the Indemnified Persons, Grantee shall, upon written notice from the Foundation, provide, at Grantee's sole expense, all costs of defending any such claim or proceeding and shall indemnify the Indemnified Persons for any costs, fees, expenses, judgements, or financial losses related to such claim. The Grantee expressly agrees to release and hold the Foundation harmless with respect to any claims it may have against the Foundation for the Foundation's acts or omissions that are related to a direction or request from the KFA Board or OAG.
19. **Special Conditions.** None.

The foregoing conditions of this Agreement are hereby accepted and agreed to as of the date indicated. The grantee acknowledges the below signor has full power and authority to enter into, execute, and perform fully the terms of this Agreement. This agreement constitutes a legal, valid, and binding obligation in accordance with the terms herein.

Grantee Organization: Shawnee County Health Department

Date: 1.23.25

By: 
(signature of authorized officer)

Title: Aaron D. Mays, Chair

Date: 01/16/25

By: 
(signature of key contact for Project)

Title: Clinical Services Division Manager

APPROVED: Sunflower Foundation: Health Care for Kansans in its role as providing grant administration support to the KFA Board and OAG.

Date: December 31, 2024

By: 
Brandon Skidmore, President & CEO