



Sunflower Foundation

HEALTH CARE FOR KANSANS

October 5, 2018

Dear David Dennis:

It is my pleasure to inform you that the proposal submitted on behalf of Sedgwick County was approved for funding in the amount of **\$183,508** for your project, ***Supporting a Redesign of Sedgwick County's Behavioral Health Care System.***

Enclosed you will find two documents relating to this grant award. Please ensure that all parties involved in your project are familiar with these documents.

1. Letter of Agreement (LOA)

This document, which is required of all Sunflower Foundation grantees, formally initiates your grant. If you have questions after careful review, please contact Cheryl Bean (cbean@sunflowerfoundation.org) to discuss the document. Then sign the document and return to us within two weeks.

2. Approved Proposal Budget

In some cases, the approved budget differs from that which was originally submitted with the proposal; in other cases, the budget was approved as requested. In either case, a copy of the approved Project Budget is attached for clarification. Please review this carefully, as it is the basis for the use of your grant award. If you have any questions about the approved Budget, please contact us.

Please review the payment schedule outlined in section 2 of the Letter of Agreement carefully. If you have questions or if the outlined schedule would create a hardship for your organization, contact the program officer assigned to your grant immediately. It is our intent to work with each grantee to ensure that the payment schedule is appropriate.

We are committed to facilitating effective communication with our grantees. While we will be in contact with you from time to time, if you have questions or concerns about any of these documents now or at any point during the term of your grant, please do not hesitate to contact us. Our goal, like yours, is to see your project succeed. However, we understand that project expectations can occasionally be challenged by unforeseen or unavoidable circumstances. When such events impact or have the potential to impact your funded project, we ask you to keep us apprised.

We look forward to working with you as you implement your grant project.

Sincerely,

Billie G. Hall
President & CEO

Letter of Agreement

Title of Project:	Supporting a Redesign of Sedgwick County's Behavioral Health Care System
Grant #:	R-1806-02947
Applicant Organization:	Sedgwick County
Period of Grant:	24 months
Total Approved Amount of Grant:	\$183,508.00
Key Contact for Project:	Joan Tammany

Scope of Work: This grant supports a full time position to oversee the development a robust planning process in Sedgwick County to redesign the local system of health care delivery to enhance coordination and increase access to behavioral health services. Funds offset the cost of a county position to assist in coordinating all relevant stakeholder groups, plan and facilitate partner and community meetings and serve as a liaison to county leaders.

THIS LETTER OF AGREEMENT ("Agreement"), made and entered into October 5, 2018, by and between Sunflower Foundation: *Health Care for Kansans* ("Foundation") and Sedgwick County ("Grantee").

This Agreement establishes the basis through which the Foundation will grant up to \$183,508.00 ("Grant Funds"), commencing approximately October 01, 2018, subject to the Grantee's agreement and compliance with the following conditions.

1. **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 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.
2. **Distribution of Funds.** Upon receipt of an executed copy of this Letter of Agreement from Grantee the Foundation will distribute funds for the Project on the following schedule:

An initial payment of \$25,000.00 will be made upon verification of hire of new staff. Thereafter, a payment schedule will be made to coincide with the reporting schedule. A payment schedule will be issued as an addendum to this contract upon hire of new staff. See Section 19.

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

The Grantee shall not redistribute Grant Funds to any other organization or entity other than those specified in the Proposal without the prior written approval of 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.** No part of the grant shall be used to carry on propaganda, lobbying, or otherwise attempting to influence legislation, or other political activities, except to the extent permitted an organization exempt under Section 501(c)(3) of the Internal Revenue Code. No part of the grant shall be used to directly or indirectly participate in, or intervene (including publishing or distributing of statements) in, 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.
5. **Accounting and Audit.** The Grantee agrees to maintain records of receipts and expenditures relating to the Project. All financial and other records relating to the Project shall be made available, upon request, at the Grantee's regular place of business for audit by Foundation personnel, or its designated representative, 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 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 Sunflower Foundation prior to any anticipated changes in the scope of work of the Project as initially approved by Foundation. No changes in scope shall be undertaken without the prior approval of Foundation. The Sunflower Foundation will respond to requested change of scope within 14 business days from the date such request is received by Foundation.
7. **Budget.** The approved Project budget, a copy of which is attached, is hereby incorporated as part of this Agreement. No expenditures for the Project shall exceed those set forth in the approved Project budget, except as outlined below.
 - a. **Personnel** – All personnel line item changes must be approved by the Foundation before being implemented.
 - b. **Non Personnel line items** - Expenditures for non-personnel line items may exceed the approved line item budget by up to 10% so long as the total expenditure for the Project does not exceed the total Project budget. **Budget modifications that exceed 10% of an approved line item (while still not exceeding the total Project budget) must be authorized by the Foundation before being implemented.**

8. **Reports.** The Grantee shall furnish the Foundation narrative Progress Reports (if required) Financial (budget status) Reports, and a narrative Final Report. A reporting schedule will be developed and added as an addendum to this contract upon verification of hire of practitioner(s). **See the Grant Report Guidelines for further details on reporting requirements.**
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 Sunflower Foundation as the source (or partial source) of funding per the following statement:

"Funding for this project was provided (*in part) by the Sunflower Foundation: Health Care for Kansans, a Topeka-based philanthropic organization with the mission to serve as a catalyst for improving the health of Kansans." (*in cases where the Sunflower Foundation is not the exclusive funder of the project)

However, any planned acknowledgement or publicity that identifies the Sunflower Foundation requires prior approval by the Foundation before dissemination or publication. Additionally, the Foundation requests copies of any such planned acknowledgement or publicity that mention the Foundation in this context. Where the statement above does not match available space or intended application, Grantee will contact the Foundation to discuss modifications to this language.
11. **Tax Status.** The Grantee represents that it is a nonprofit, tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code or is recognized as an instrumentality of state/local government and is not a private foundation as defined in Section 509(a) of the Internal Revenue Code. Should Grantee receive, during the term of the grant, any notification of a pending or actual change in its tax status, Grantee shall immediately notify the Foundation.
12. **Termination.** The Foundation in its sole and unfettered discretion, may terminate this agreement and cancel the grant in whole or in part if:
 - a. after a reasonable review, it determines that Grantee is not making satisfactory progress toward achieving the goals of the Project;
 - b. it determines that the Grantee is incapable of satisfactorily completing the Project according to the terms of the Proposal as approved by Foundation;

- c. the Grantee fails to meet the terms and conditions of this Agreement;
- d. the Grantee materially changes its ownership, management, business or governance structure, tax status, or operational purpose without the explicit, written consent of the Foundation.
- e. the Grantee experiences a substantial change in its financial condition which threatens its continued operations or it loses significant funding from other foundation, state, or federal grant funding sources; or
- f. the Grantee transfers or attempts to transfer Grant Funds to any entity, organization, or person without the prior written approval of 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 Funds expended by the Grantee that were not expended in accordance with either the Proposal or 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. The Foundation shall retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, alter or otherwise use and authorize others to use such materials for Foundation purposes.
- 15. **Property.** Title to all property and equipment purchased with Grant Funds shall vest in the Grantee.
- 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.
- 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 Grantee petitions the Foundation for an extension of the beginning date and the extension is granted. The Foundation may, in its sole and unfettered discretion, grant or deny such an extension. The Project shall be completed within the time frame stipulated 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 its sole and unfettered 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 Foundation, its officers, trustees, employees and agents against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, which may be imposed upon, or incurred by, or asserted against, the Foundation, its officers, trustees, employees and agents from occurrences arising out of, or related to, the Project. If any claim of any sort is brought against the Foundation, its officers, trustees, employees and agents, 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 Foundation for any costs, fees, expenses, judgements, or financial losses related to such claim.
19. **Special Conditions.** The initial payment will be made within 30 days of verification that the new staff position(s) funded by this grant has been hired. A payments and reporting schedule will also be developed at that time and will be incorporated into the Letter of Agreement.

The foregoing conditions of this Agreement are hereby accepted and agreed to as of the date indicated. **APPROVED AS TO FORM:**

Grantee Organization: Sedgwick County


Michael L. Fessinger
Assistant County Counselor

Date: _____

By: _____
(signature of authorized officer)

Title: _____

Date: _____

By: _____
(signature of key contact for Project)

Title: _____

APPROVED: Sunflower Foundation: Health Care for Kansas

Date: October 5, 2018


By: _____
Billie G. Hall, President & CEO



Sunflower Foundation
HEALTH CARE FOR KANSANS

Application Budget Form

Project/Budget Year: (check appropriate box) () Year 1 () Year 2 () Year 3 () Cumulative

X 2 yr

Time period covered by this budget: From 10/01/2018 To 09/30/2020

Applicant Organization: Sedgwick County/COMCARE

Project Title: R-1806-02947 Community Collaborator

Budget prepared by:

Name: Joan Tammany
Title: Executive Director - COMCARE
Telephone: 316-660-7626
Email: joan.tammany@sedgwick.gov

1. Total Requested from Sunflower Fdn. \$183,508
2. Total from Other Sources: \$
3. Total from Applicant Organization: \$11,810
4. Total Project Budget: \$195,318

Note: Round to nearest dollar

Revenue

Sunflower Foundation
Other Grant Funding (if applicable)
Applicant Organization
Projected Revenue (if applicable)
Other

Total Revenue

Expenses

Personnel (salaries) - Existing
Personnel (salaries) - New
Benefits (max=25% of salaries; document actual)
Indirect Expenses (max = 15% of salaries + benefits)
Consultation Fees
Training
Materials/Supplies
Technology (hardware and/or software)
Construction Materials (Walking Trails only)
Travel (including for training)
Other

Total Expenses

Sunflower Foundation	Other Sources (Public/Private)	Applicant Organization	Total (Revenue/Expenses)
\$183,508	\$	\$	\$183,508
\$	\$	\$	
		\$11,810	\$11,810
\$	\$	\$	
\$	\$	\$	
\$	\$	\$	
\$183,508		\$11,810	\$195,318
\$	\$	\$	
\$125,220	\$		\$125,220
\$58,288	\$	\$	\$58,288
\$	\$	\$	
\$	\$	\$	
\$		\$2,500	\$2,500
\$	\$	\$	
\$		\$3,810	\$3,810
\$	\$	\$	
\$		\$5,500	\$5,500
\$	\$	\$	
\$	\$	\$	
\$	\$	\$	
\$	\$	\$	
\$183,508		\$11,810	\$195,318

NOTES:

- 1) Please attach a brief Budget Narrative to clarify and provide the basis for all budget entries.
- 2) The electronic version of this form is in Microsoft Excel format; the columns are formulated to calculate totals.
- 3) If project is for more than one year, complete an Application Budget Form for each year and one form showing the cumulative budget for all years.

Rev. 11/15