

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) dated as of March 1, 2019, (the “**Effective Date**”) is by and between Health Kids Institute, a non-profit corporation (“**HKI**”) and Raytown School District (“**Grantee**”).

WHEREAS, Grantee has requested a grant from HKI to fulfill the Purpose;

WHEREAS, HKI has decided to grant a certain amount of funds (the “**Award**”) pursuant to its Mission-Based Grant Guidelines;

NOW, THEREFORE, the above recitals being made a part of this Agreement, HKI and Grantee agree as follows:

1. This Award may only be used for the Purpose outlined below (the “**Project**”).

Grant Amount: HKI will reimburse Grantee up to \$17,800 to fulfill the Purpose. The \$17,800 will be provided to cover the salary and benefits for one full-time employee of Grantee who is a Master of Social Work (MSW). Grantee will send HKI a quarterly invoice at the end of April 2019 and July 2019. HKI will pay such invoice within 45 days of receipt.

Purpose: Health Perceptions is a program, sponsored by HKI, that is a comprehensive, evidence-based approach to address mental health issues in middle schools. This is a three-tiered approach with four main components including a social-emotional learning curriculum, trauma sensitivity training & professional development for staff, student social-emotional wellness screenings, and access to an on-site MSW for students. The goal of the program is to educate on, prevent, & identify mental health issues and assist in connecting students to mental health resources. Grantee is providing one full-time MSW, to be staffed on-site at the Raytown School District middle schools during the Grant Period.

Grant Period: March 1, 2019 through June 30, 2019

2. Grantee is an organization that is both exempt from tax under section 501(c)(3) of the Internal Revenue Code (IRC) and an organization described in IRC §509(a)(1), (2), or (3) (other than a Type III supporting organization), which statuses have been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Grantee has filed with HKI.

3. The Award is not in any way earmarked to support or carry on any lobbying or voter-registration drive. If this Award is restricted to a specific project, Grantee hereby reaffirms that its budget, as previously submitted or explained to HKI, accurately reflects Grantee’s intentions to expend only on the Project and only during the Grant Period. Grantee further reaffirms that it will utilize the Award only for charitable and educational activities consistent with its tax-exempt status described herein and with the Project. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by IRC §501(c)(3) or, if applicable, IRC §§501(h) and 4911.

4. Grantee will inform HKI immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax-exempt and public charity status described above.

5. Grantee will meet with HKI every thirty (30) days to review progress against the Purpose and will provide promptly such information, reports and documents as HKI may reasonably request.

HKI, select either Option 1 or Option 2:
Option 1 (for general support grants).

This is a general support grant. It is not earmarked for any project or for transmittal to any other entity or person, even if Grantee's Project or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the Award and its disposition and responsibility for complying with this Agreement's terms and conditions.

Option 2 (for project grants):

This Award is earmarked for the Project identified above, as described in Grantee's Letter of Intent and related correspondence. It is not earmarked for transmittal to any other entity or person, even if Grantee's Project or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the Award and its disposition and responsibility for complying with this Agreement's terms and condition.

6. No press releases or publicity will be issued or conducted regarding HKI, the Award or this Agreement, without obtaining HKI's prior written approval thereof.

7. Grantee represents and warrants that any individually identifiable health information used or disclosed in connection with the Award will be obtained in compliance with applicable statutes and regulations regarding the privacy and security of such information, including but not limited to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. Section 201 *et seq.* (42 U.S.C. Section 1320d - 1320d-8), and that in any reporting to HKI such data will be de-identified within the meaning of the HIPAA privacy rule or will be otherwise permissible under law.

8. Grantee will repay any portion of the Award not used for the Purpose, including any unexpended funds. It is expressly agreed that any use by the Grantee of the Award proceeds for any purpose other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate the obligation of HKI to make further payments under the Award. HKI, at its sole option, may terminate the grant at any time if (i) the Grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) the Grantee's status as a public charity, exempt operating foundation under Section 4940(d)(2), or its status as a Section 170(c)(1) or Section 511 (a)(2)(B) organization is materially altered; or (iii) in HKI's judgment, the Grantee becomes unable to carry out the purposes of the Award, ceases to be an appropriate means of accomplishing the purposes of the Award, or fails to comply with any of the conditions hereof. If the Award is terminated prior to the scheduled completion date, the Grantee shall, upon request by HKI, provide to HKI a full accounting of the receipt and disbursement of funds and expenditures incurred under the Award as of the effective date of termination.

This Agreement represents the entire understanding between HKI and Grantee and supersedes all prior writings and understandings.

This Agreement has been duly signed by authorized officers of each party.

GRANTEE:

HKI:

HEALTH KIDS INSTITUTE,
a non-profit corporation

By: _____
Name: _____

By: _____
Name: _____

