

Clark County Health Department / YMCA of Greater Louisville CONTRACT
AGREEMENT: Full Plate Project

Clark County Health Department
1201 Wall Street Jeffersonville, Indiana 47130
Phone: 812-282-7521
dbentfield@clarkcounty.in.gov

Contract Date: July 15, 2025

Grant Recipient:
Young Men's Christian Association of Greater Louisville
Grantee EIN: 61-0444843
545 South Second Street
Louisville, KY 40202

Project Period: July 1, 2025, to October 30, 2025

CCHD Budget Period: date of executed contract to Dec. 15, 2025

The amount of this contract does not exceed \$40,000

THIS AGREEMENT is made and entered into by and between the Clark County Health Department, (hereinafter referred to as "CCHD"), and Young Men's Christian Association of Greater Louisville. (hereinafter referred to as "YMCA"):

Whereas CCHD recognizes the importance of access to fresh foods and promoting nutritional awareness within our shared community, the Clark County YMCA (YMCA), the CCHD, and Purdue Extension will partner in reducing the financial barriers to purchasing perishable fruits and vegetables. This initiative also seeks to incorporate an educational component to empower residents to make informed, healthy food choices.

The program outlined in Attachment A below is designed to address the lack of fresh foods within our community, with a focus on providing long-lasting education to encourage healthier choices in the future. We believe this initiative will have a significant, positive impact on the community, and we are excited about the potential to collaborate for their success.

YMCA Project: Full Plate Project.

The YMCA is willing and able to provide CCHD with the needed services and to carry out the activities outlined in the attached Work Program and Budget.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto as follows:

I. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of the July 15, 2025, and shall terminate on December 15, 2025, with a closeout date of December 30, 2025.

B. During the term of this Agreement, this Agreement may be terminated by submitting thirty (30) days' written notice to the nonterminating party of such intent to terminate.

II. PAYMENTS:

A. CCHD shall make disbursements to the YMCA with funds available to CCHD. These disbursements will occur upon approval of invoiced program expenditures, including the supporting documents detailed in Section III.C.

The total amount of such compensation payable under this Agreement shall not exceed the sum of forty thousand dollars (\$40,000) and shall cover expenditures as specified in the Work Program and Budget of the YMCA. Such disbursements shall be made in accordance with procedures established by CCHD.

III. YMCA'S SERVICES AND RESPONSIBILITIES

- A. YMCA agrees to provide service under the terms of this Agreement and to implement and provide Project Title: YMCA Full Plate Project in accordance with the Work Program and Budget attached hereto as Exhibit A and incorporated herein by reference (hereafter the "Work Program").

There may be variances between the estimated program enrollments number outlined in the Work Program and the actual program participants. For this reason, the YMCA may utilize and invoice for additional program participants within the approved three (3) program areas.

- B. YMCA agrees to maintain all records related to this project for a period of five (5) years after final payment. CCHD shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it.

- C. Reporting

- D. Financial Reporting:

YMCA agrees to submit monthly invoices. The final invoice must be received no later than December 1, 2025. Invoices must be submitted through dbentfield@clarkcounty.in.gov and psmith@clarkcounty.in.gov. Invoices shall be on a reimbursement basis for programs delivered under this contract. Invoices shall include program facilitation dates and program enrollments to be eligible for reimbursement

i. Performance Reporting:

YMCA must submit the following reports by the dates requested.

1. Reports on Key Performance Indicators (KPIs) are due no later than at the time YMCA submits each monthly invoice. An excel spreadsheet will be provided by YMCA to track the number of participants.

2. Sign-in sheets or system check ins for all program participants is required; these shall be kept by YMCA staff and available for review by CCHD representatives.

E. YMCA agrees to participate in quarterly project review meetings with CCHD representatives.

F. YMCA shall ensure that all Youth Protection Policies are followed for adult employees and volunteers working directly with youth under age 18. This includes:

- I. Criminal background check
- II. Mandatory training on youth protection policies (provided by the YMCA), with completed compliance form for each adult staff.
- III. YMCA shall maintain a copy of the background checks on site of all adult employees and volunteers who will be working with youth through the funded program, including the dates their checks were submitted and returned, and the date they successfully completed the youth protection training.

G. YMCA shall participate in any data collection and evaluation projects coordinated by CCHD, including the administration of validated client surveys and assessments.

ADDITIONAL COVENANTS AND REPRESENTATIONS OF YMCA

- A. YMCA covenants that it has all necessary power, capacity, and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Work Program. YMCA further covenants that it is a duly organized and validly existing entity, is qualified to do business in the State of Indiana, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of YMCA is authorized to do so.
- B. YMCA covenants that the person executing this Agreement has the full and requisite power to legally bind the YMCA and no additional approvals are required.
- C. YMCA agrees to expend all funds and to implement and administer the Project strictly in conformity with the Work Program and agrees not to materially deviate from the Work Program without the prior written agreement of CCHD.

- D. YMCA agrees that it shall implement and administer the Project in compliance with all applicable laws, regulations and codes of the federal, state and local governments.
- E. YMCA agrees that in the implementation and administration of the Project it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, because the person is a qualified individual with a disability, age 40 or over, familial status, sexual orientation, gender identity, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.
- F. YMCA covenants that this Agreement together with the Work Program is in all respects the legal, valid and binding obligation of the YMCA and the performance of the Project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the YMCA's articles of incorporation, by-laws, articles of organization, or other agreements or contracts.
- G. YMCA covenants that neither this Agreement, the Work Program, the grant application or any other document submitted to CCHD in support of this grant contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein in light of the circumstances under which they were made, not misleading, and further covenants that there is no fact known to the YMCA that materially and adversely affects, or in the future could materially and adversely affect the ability of the YMCA to implement and administer the Project.

IV. HOLD HARMLESS:

YMCA shall indemnify, hold harmless, and defend the Clark County, Indiana, CCHD, and each of their respective instrumentalities, boards, elected and appointed officials, employees, agents, and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from YMCA's performance or breach of this Agreement provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Clark County, Indiana Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

V. DEFAULT:

Each of the following events or occurrences shall constitute an event of default under this Agreement:

- A. Failure to timely administer and implement the Project in conformity with this Agreement and the Work Program.
- B. Failure to file in a timely manner the financial and progress reports required by Section III.C. of this Agreement or to furnish the additional information to CCHD if required pursuant to Section III.B. of this Agreement.
- C. Disclosure or discovery that the covenants and representations made by the YMCA in this Agreement, the Work Program, the grant application or other document submitted in support of this Grant Agreement is, was, or shall be false or misleading in any material respect.

VIII. REMEDIES OF CCHD UPON EVENTS OF DEFAULT:

Upon the occurrence of an event of default, CCHD, in its sole discretion and without notice to the YMCA, may at any time exercise any one or more of the following rights and remedies:

- A. Immediately terminate or suspend this Agreement, by written notice, after which CCHD shall be under no obligation to advance any undisbursed Funds to the YMCA.
- B. Commence an appropriate equitable or legal action in a court of competent jurisdiction to enforce the YMCA's performance of the terms, covenants and conditions of this Agreement or the Work Program.
- C. Exercise any other rights or remedies that may be available to CCHD pursuant to this Agreement or under applicable laws.

IX. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement, nor does it cause YMCA to be an officer, official, or agent of the CCHD.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. All Parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising there under. Service of process may be accomplished by following the procedures prescribed by law.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement. This Agreement may not be modified without an amendment executed by authorized representatives of the YMCA and CCHD.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 12th day of May 2025.

APPROVED:

CLARK COUNTY HEALTH DEPARTMENT / YOUNG MEN'S CHRISTIAN ASSOCIATION GOVERNMENT

By: Clark County Health
Department

By: YMCA of Greater Louisville

Title: Administrator Clark County Health
Department

Title: Vice President - Finance/CFO

Print Name: Douglas Bentfield

Print Name: Josh Zimmerman

Signature: _____

Date: _____

Signature: _____

Date:  6-13-25



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FOR SOCIAL RESPONSIBILITY**

Clark County Family YMCA Work Program Guide for CHD & Purdue Extension Partnership

Partnership Outline

In a joint effort to enhance access to fresh foods and promote nutritional awareness within our shared community, the Clark County YMCA (YMCA), the Clark County Health Department (CHD), and Purdue Extension are exploring a partnership aimed at reducing the financial barriers to purchasing perishable fruits and vegetables. This initiative also seeks to incorporate an educational component to empower residents to make informed, healthy food choices. All organizations recognize the vital importance of this program in fostering a healthier, more nutrition-conscious, and food confident community. We are committed to expanding access to these essential resources, ensuring that individuals and families, regardless of financial circumstances, can benefit.

The program outlined below is designed to address the lack of fresh foods within our community, with a focus on providing long-lasting education to encourage healthier choices in the future. Below includes a detailed description, participant expectation, target registration goals, proposed marketing strategies, and an estimated cost for this proposal. We believe this initiative will have a significant, positive impact on the community, and we are excited about the potential to collaborate for their success.

At the end of this program guide, you will find a comprehensive cost analysis for the program, providing insight into the anticipated financial requirements for its implementation. This forecasted breakdown is intended to offer transparency and help guide our decision-making as we work together.

Full Plate Project (FPP) \$39,191

Program Description

Our Full Plate Project (FPP) embodies the Y's mission of strengthening communities through youth development, healthy living, and social responsibility. More than just survive, healthy food allows everyone to thrive. Each household (based on household size) will receive transportation, childcare, nutrition-based education, and food vouchers to our local Farmer's Market.

Participant Responsibilities

Participants are expected to pre-register, meet at bus stops on time, participate in the education courses, and make their own food selections. The education portion of this program will focus on providing families with produce specific education and nutrition.

Target Registration Goals & Marketing Strategies

Each bus can hold 14 passengers, with three buses provided by the YMCA, each session can serve up to 42 participants. Our goal is to offer this program on the 1st & 3rd Saturdays from June-October, total 10 sessions serving up to 420 individuals. We plan to market this program by reaching out to our other current community partners (including Lotus House, Center for Women & Children, etc.) for advertising, as well as CCHD and Purdue sharing with their current families.